

CROWDPLAT, INC.
CONSULTING AGREEMENT

9/11/2024

Sahil Sarosh
2880, Zanker Rd Ste 203
San Jose, CA 95134

Malavika Gowthaman,

1. Services

CrowdPlat, Inc., a Delaware corporation, (the "**Company**"), wishes to obtain your services as an independent contractor ("**Consultant**") on the projects set forth in **Exhibit A** hereto (the "**Services**"). This letter will constitute an agreement between you and the Company and contains all the terms and conditions relating to the services you are to provide (this "**Agreement**").

2. Consideration

As consideration for your services and other obligations, the Company agrees to pay you the compensation set forth in **Exhibit A** hereto.

3. Term and Termination

The term of this Agreement will commence on the date the Company issues the Notice to Proceed as defined in Exhibit-C, and will end on June 30, 2025, subject to renewal thereafter with the written consent of the parties hereto. However, either you or the Company may terminate the agreement at any time for any reason or no reason, with or without cause. If Company does not issue the Notice to Proceed (NTP) by December 31, 2024, this agreement becomes null and void.

Your obligations under Sections 6 and 7 will survive termination of this Agreement.

4. Expenses

You will be reimbursed for reasonable travel and other out-of-pocket expenses incurred by you at the request of the Company in connection with your services under this Agreement, provided that you provide the Company with receipts for such expenses and obtain prior approval of the Company for any and all expenses.

5. Consultant

Nothing in this Agreement shall in any way be construed to constitute you as an agent, employee or representative of the Company. You will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the express prior

authorization of the Company. Instead, your relationship with the Company will be that of an independent contractor performing the Services. To the extent applicable, you agree to furnish (or reimburse the Company for) all tools and materials necessary to accomplish the Services, and shall incur all expenses associated with such performance, except as expressly provided on **Exhibit A** hereto. You will not be eligible for any employee benefits, nor will the Company make deductions from payments made to you for taxes. You acknowledge and agree that you are obligated to report as income all consideration that you receive under this Agreement, and you acknowledge and agree to pay all self-employment and other taxes thereon. You further agree to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company to pay withholding taxes or similar items or resulting from your being determined not to be a Consultant.

6. Confidentiality

Prior to commencing performance of the Services, you will execute and deliver to the Company the Proprietary Information and Inventions Agreement attached hereto as **Exhibit B**.

7. Conflicting Agreements

You represent that your performance of all the terms of this Agreement and the Proprietary Information and Inventions Agreement does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to this Agreement with the Company, and you will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. You agree not to enter into any agreement, either written or oral, in conflict with the provisions of this Agreement.

8. Delegation and Assignment Prohibited

You may not delegate any duties or assign any rights under this Agreement without the express prior written consent of the Company.

9. Amendment

Any amendment to this Agreement must be in writing and signed by you and the Company.

10. Notices

All notices, requests and other communications called for by this Agreement will be deemed to have been given if made in writing and mailed, postage prepaid, if to you at the address set forth above and if to the Company at 2880 Zanker Rd Ste 203, San Jose, CA 95134, or other addresses as either party specifies to the other.

11. Governing Law

The validity, performance and construction of this Agreement will be governed by the laws of the State of California.

12. Entire Agreement

This Agreement is the entire agreement and supersedes any prior consulting or other agreements between you and the Company with respect to the subject matter hereof.

13. Approvals

You have received all consents and approvals of third parties, required as a condition to the execution of this Agreement or the performance of the Services prescribed herein.

Very truly yours,

CROWDPLAT, INC.

By: _____

Name: Sahil Sarosh

Title: President and CEO

AGREED AND ACCEPTED:

By: _____
Name: Malavika Gowthaman

Signed by:
Malavika Gowthaman
1713E82507EE401...

EXHIBIT A

ADDITIONAL TERMS OF SERVICE

1. Contact

Consultant's principal contact: +16474461531 (mobile)

2. Services

Consultant will render to the Company the following Services, as requested:

- 1) Provide development services for Company and/or Company's Customers.
- 2) Perform other related services for Company and/or Company's Customers.

3. Commitment

Consultant shall provide Services to the Company for no more than 200 hours in total. Consultant will track time for review by Sahil Sarosh.

4. Compensation

For Services rendered by Consultant under this Agreement, the Company shall pay Consultant as follows: \$50 per hour, payable monthly within 30 days following receipt of invoice for the work done during the prior month.

EXHIBIT B

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

As a condition of my independent contracting relationship with CrowdPlat, Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of my independent contracting relationship with the Company, I agree to the following terms under this Proprietary Information and Inventions Agreement (the "**Intellectual Property Agreement**"):

1. Confidential Information

(a) **Company Information.** I agree at all times during the term of my independent contracting relationship with the Company (my "**Relationship with the Company**") and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any third party without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, business plans, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my Relationship with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works and undisclosed patents), photographs, negatives, digital images, software, computer programs, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, forecasts, strategies and marketing, finance or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Notwithstanding the foregoing, I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Other Employer Information.** I agree that I will not, during my Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Intellectual Property

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest in and to any original works of authorship, domain names, inventions, concepts, improvements, processes, methods or trade secrets, whether or not patentable or registrable under copyright or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the service of the Company (collectively referred to as "**Intellectual Property**") and that (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the Company business or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent that any Intellectual Property is not deemed to be work made for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 2(e).

(b) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and other instruments that the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Intellectual Property and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Intellectual Property Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Intellectual Property Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent and copyright, trademark or domain name registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during the term of my Relationship with the Company. The records will be in the form of notes, sketches, drawings, works of original authorship, photographs, negatives or digital images or in any other

format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "***Prior Intellectual Property***"), that belong to me, that relate to the Company's proposed business, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

Prior Intellectual Property:

Title	Date	Identifying Number or Brief Description
None		

(e) **Exception to Assignments.** I understand that the provisions of this Intellectual Property Agreement requiring assignment of Intellectual Property to the Company do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities or trade secret information; and (iii) does not result from any work performed by me for the Company; and (iv) does not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time period in which I am in the service of the Company. I will advise the Company promptly in writing of any intellectual property that I believe meets the criteria for exclusion set forth herein and is not otherwise disclosed pursuant to Section 2(d) above.

(f) **Return of Company Documents.** I agree that, at the time of leaving the service of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, domain names, original registration certificates, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property, or reproductions of any aforementioned items, developed by me pursuant to my Relationship with the Company or otherwise belonging to the Company or its successors or assigns. In the event of the termination of my Relationship with the Company, I agree to sign and deliver the "***Termination Certificate***" attached hereto as **Appendix A**.

3. Notification of New Employer

In the event that I leave the service of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this Intellectual Property Agreement.

4. No Solicitation of Employees

In consideration for my Relationship with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my Relationship with the Company and for a period of twelve (12) months thereafter I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly.

5. Representations

I represent that my performance of all the terms of this Intellectual Property Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Intellectual Property Agreement.

6. Equitable Relief

The Company and I each agree that disputes relating to or arising out of a breach of the covenants contained in this Intellectual Property Agreement may cause the Company or me, as applicable, to suffer irreparable harm and to have no adequate remedy at law. In the event of any such breach or default by a party, or any threat of such breach or default, the other party will be entitled to injunctive relief, specific performance and other equitable relief. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

7. General Provisions

(a) **Governing Law; Consent to Personal Jurisdiction.** This Intellectual Property Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such State. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there by either party arising from or relating to this Intellectual Property Agreement.

(b) **Entire Agreement.** This Intellectual Property Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Intellectual Property Agreement, or any waiver of any rights under this Intellectual Property

Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Intellectual Property Agreement.

(c) **Severability.** If one or more of the provisions in this Intellectual Property Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Intellectual Property Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company and its successors and assigns.

8. Testimonial

If Consultant grants CrowdPlat (or a party acting on CrowdPlat's behalf) the right to quote, photograph, tape and/or video/film Consultant in order to create a Consultant testimonial(s), (i) Consultant acknowledges and agrees that CrowdPlat may use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any or all photographs, audio, video and film of Consultant obtained by CrowdPlat (and/or a party acting on CrowdPlat's behalf) in order to create such Consultant testimonial(s) (collectively, "Content") together with Consultant's likeness, voice and/or persona with respect to the foregoing, in whole or in part, in any manner or media as CrowdPlat sees fit, (ii) Consultant acknowledges and agrees that CrowdPlat owns all right, title and interest in and to the Content and any and all Intellectual Property Rights embodied in the Content, and (iii) Consultant represents and warrants that Consultant has all rights necessary to grant the permission set forth herein, and that no infringement or violation of any third party rights will result from CrowdPlat exercise of its rights with respect to Consultant's likeness, voice or persona. Notwithstanding any terms to the contrary in this Agreement, Consultant acknowledges and agrees that if Consultant knowingly partakes in any quotes, photo-shoots, audiotaping, videotaping or filming with CrowdPlat or a party acting on CrowdPlat's behalf, Consultant will have deemed to have consented to such photographs, audiotaping, videotaping or filming.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Proprietary Information and Inventions Agreement as of September 11, 2024.

Signed by:

Malavika Gowthaman

1713E82507EE401...

By: _____

Name: Malavika Gowthaman _____

101 Ontario Road,

Address: Mitchell, Ontario

Canada N0K1N0

WITNESS:

By: _____

Name: _____

Address:

APPENDIX A

TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, domain names, customer data, registration certificates or other documents or property, or reproductions of any aforementioned items belonging to CrowdPlat, Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "*Company*").

I further certify that I have complied with all the terms of the Company's Proprietary Information and Inventions Agreement signed by me (the "*Intellectual Property Agreement*"), including the reporting of any Intellectual Property (as defined therein) conceived or made by me (solely or jointly with others) covered by the Intellectual Property Agreement.

I further agree that, in compliance with the Intellectual Property Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, methods, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully in the Intellectual Property Agreement.

Date: 9/11/2024

By: Malavika Gowthaman
Name: Malavika Gowthaman

Signed by:
Malavika Gowthaman
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EXHIBIT C

NOTICE TO PROCEED

Malavika Gowthaman,

We would like to proceed with the earlier contract signed with you on September 11, 2024.

Very truly yours,

CROWDPLAT, INC.

By: _____

Date: _____

Name: Sahil Sarosh

Title: President and CEO