

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into as of the latter of the two signature dates below (“**Effective Date**”) by and between PowerUp Technology, Inc., a Delaware corporation (together with its subsidiaries and affiliates, “**PowerUp**”) and Santiago Rueda (“**Contractor**”). PowerUp and Contractor agree as follows:

### 1. **Definitions.**

- 1.1 “**Background IP**” means all Intellectual Property owned or licensed by a party (a) before starting the Services; or (b) independent of the Services.
- 1.2 “**Deliverables**” means any work product provided by Contractor to PowerUp under this Agreement, including any software, documents, data and any other materials prepared by Contractor in connection with its performance of Services.
- 1.3 “**Developed IP**” means any Intellectual Property (other than Background IP) created or discovered by Contractor or PowerUp in connection with this Agreement.
- 1.4 “**Intellectual Property**” or “**IP**” means anything protectable by an Intellectual Property Right.
- 1.5 “**Intellectual Property Right(s)**” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
- 1.6 “**Services**” means the services that Contractor provides to PowerUp under this Agreement, including (i) the initial services specified in the attached Exhibit A, and (ii) any additional services agreed upon from time to time in an SOW.
- 1.7 “**SOW**” means a fully-signed statement of work, specifying additional Services and Deliverables provided by Contractor under this Agreement, in a format similar to the attached Exhibit B.

### 2. **Services**

- 2.1 **Scope.** Contractor will provide Services and Deliverables as specified in Exhibit A and any SOWs.
- 2.2 **Changes.** PowerUp may change any Services to be performed or Deliverables to be delivered (including, without limitation, addition or deletion of Services or Deliverables, suspension of performance, and changes in schedules and locations for performance) by giving 30 days advance written notice of the change to Contractor; provided, however, that any change resulting in increase in Contractor’s responsibilities or costs under this Agreement will be subject to Contractor’s approval, which will not be unreasonably withheld.
- 2.3 **PowerUp-Resources.** PowerUp hereby grants to Contractor the right to use any materials or resources that PowerUp provides Contractor under this Agreement (“**PowerUp Resources**”) solely for the performance of the Services in accordance with this Agreement.
- 2.4 **Schedule.** Contractor will use its best efforts to perform the Services and deliver the Deliverables in accordance with any schedule set forth in Exhibit A or the applicable SOW. Contractor will

promptly notify PowerUp of any delay, the reasons for the delay, the anticipated duration of the delay and the actions being taken by Contractor to overcome or mitigate the delay.

**2.5 Facilities and Subcontracting.** Except as otherwise set forth in an SOW or agreed by PowerUp in writing, Contractor will: (a) provide, at its expense, facilities, equipment, supplies or other items required to perform the Services and develop the Deliverables; and (b) not subcontract any Services without prior written consent of PowerUp. Contractor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

**2.6 Third-Party Materials.** Contractor will not incorporate any third party's Intellectual Property or any open source materials into any Deliverable without PowerUp's prior written approval.

### **3. Compensation**

**3.1 General.** As full compensation under this Agreement, PowerUp will pay Contractor the fees and other compensation set forth in Exhibit A and any applicable SOW.

**3.2 Invoices.** Unless otherwise specified in an SOW, Contractor will invoice PowerUp monthly in arrears for Services performed during the prior month. PowerUp will pay Contractor within 30 business days after PowerUp receives a correct invoice in accordance with this Section.

#### **3.3 Expenses.**

(a) PowerUp will reimburse pre-approved expenses up to the amounts specified in Exhibit A or the applicable SOW.

(b) Expenses will only be approved if they are: (i) actual, reasonable, and necessary (without mark-ups or commissions); (ii) approved in advance and in writing by PowerUp; and (iii) accompanied by receipts and other documentation that PowerUp may request establishing the type, date, amount, payment, and purpose for such expenses.

**3.4 Budget Limitations.** The amounts payable by PowerUp for any Services and Deliverables will in no event exceed any budget limitations specified in Exhibit A or any applicable SOW.

**3.5 Taxes.** Fees for Services and Deliverables do not include any applicable taxes. If Contractor is legally obligated to collect applicable taxes (other than taxes based on Contractor's net income), Contractor must state each applicable tax as a separate line item on its invoice to PowerUp.

**4. Acceptance.** Within ten (10) business days of receipt, PowerUp will inspect any Deliverables to determine whether they meet the warranties and requirements under this Agreement, including those specified in Exhibit A or any SOW. If PowerUp determines that the Deliverables do not meet such warranties and requirements, PowerUp will notify Contractor in writing that it is rejecting the applicable Deliverables. Contractor will promptly correct any such Deliverables and will resubmit the applicable Deliverables to PowerUp, and PowerUp will re-evaluate such Deliverables to determine whether the resubmitted Deliverables meet the warranties and requirements under this Agreement ("**Correction Process**"). If Contractor does not, in PowerUp's reasonable determination, remedy the Deliverables, PowerUp may elect to allow Contractor to repeat the Correction Process until PowerUp accepts the Deliverables or PowerUp may at any time cancel the

associated Services, with PowerUp having no further liability or obligation, and Contractor will immediately refund all sums previously paid by PowerUp relating to such Services.

**5. Representations and Warranties.** Contractor represents and warrants that:

- (a) its performance under this Agreement will be of professional quality and performed consistently with generally-accepted industry standards;
- (b) the Deliverables will function properly and will meet any requirements specified in this Agreement;
- (c) the Deliverables will be free from any viruses or other malicious code;
- (d) it will not include in any Deliverable any software subject to any license which includes terms providing that: (i) a licensee of the software is granted access to the source code for the software concerned and authorized to modify or make derivative works of the source code for the software; or (ii) the licensee is authorized to distribute the derivative works only if subsequent licensees are granted a license under substantially similar license terms with respect to distribution rights and the terms described in (i) above
- (e) it has and will retain all necessary rights to grant the licenses in this Agreement and provide the Services and Deliverables to PowerUp, at no greater cost to PowerUp than specified in an applicable SOW;
- (f) the fulfillment of its obligations under this Agreement will not violate any obligations it has to any third party; and
- (g) it will comply with all applicable laws and regulations in connection with its performance under this Agreement.

**6. Term and Termination**

**6.1 Term.** The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement. PowerUp will have the right to terminate this Agreement, or any SOW, in whole or in part, upon written notice to Contractor. In the event of PowerUp's termination, Contractor will be paid only for work satisfactorily completed and accepted by PowerUp and for PowerUp-approved out-of-pocket expenses reimbursable under this Agreement as of the effective date of termination. Contractor will have the right to terminate this Agreement with 30 days prior written notice to PowerUp.

**6.2 Effect of Termination.**

- (a) Unless otherwise specified in the termination notice, termination by PowerUp is effective immediately and Contractor will stop work on all Services immediately on receipt of the termination notice. Termination of this Agreement terminates the Services to be performed under Exhibit A and all outstanding SOWs.
- (b) PowerUp will pay for Services and Deliverables invoiced prior to the date of termination. Contractor may also invoice PowerUp for any Deliverables and work-in-progress not yet

invoiced at a pro-rated price based on the percentage of work completed prior to the termination date. Contractor will immediately deliver all such Deliverables and work-in-progress to PowerUp in accordance with the terms of this Agreement.

**6.3 Survival.** Sections 1, 3, 5, 6, 7, 8, and 9 of this Agreement and any other provision that by its nature is intended to survive the termination of this agreement shall survive the termination notwithstanding the cause of termination.

## **7. Proprietary Rights; Licenses**

### **7.1 Developed IP; Deliverables.**

(a) Title to the Deliverables will transfer to PowerUp upon delivery.

(b) PowerUp owns any Developed IP.

(i) The Developed IP is a work made for hire to the extent permitted by applicable law, and PowerUp retains all Intellectual Property Rights in the Developed IP.

(ii) To the extent that Contractor or any of its Personnel own any rights in the Developed IP, Contractor assigns (or will procure the assignment of) all rights (including Intellectual Property Rights), title, and interest in the Developed IP to PowerUp. If applicable law prevents future assignments, Contractor will assign (or will procure the assignment of) such rights as these are created.

(c) If requested by PowerUp, Contractor will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in this Agreement.

(d) Contractor will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Deliverables and Developed IP. Contractor will ensure that all of its personnel and other third parties who have moral rights in the Deliverables and Developed IP will also not assert, and to the extent permitted by applicable law, will waive, those moral rights.

**7.2 Contractor Background IP.** If Contractor's Background IP is incorporated in, or is necessary to use, any Deliverable:

(a) Contractor must describe its Background IP in writing in Exhibit A or the applicable SOW; and

(b) Contractor grants to PowerUp and its affiliates a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) to do the following: (i) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Background IP in connection with the Deliverables and Developed IP; and (ii) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Background IP in connection with the Deliverables and Developed IP.

## **8. Confidentiality**

**8.1 Definition.** “Confidential Information” means information that PowerUp discloses to Contractor under this Agreement, or that Contractor otherwise accesses on behalf of PowerUp under this Agreement, that would normally be considered confidential information under the circumstances. It does not include information that was independently developed by the Contractor, becomes public through no fault of Contractor or wrongful act of any third party, or is rightfully known by Contractor without confidentiality obligations. For clarity, the Developed IP, PowerUp Resources, Deliverables and any end user information about customers of PowerUp are PowerUp’s Confidential Information.

**8.2 Obligations.** Contractor will not disclose PowerUp’s Confidential Information, except to affiliates, employees, or anyone acting on its behalf who need to know it in connection with the performance of this Agreement and who have agreed in writing to keep it confidential. Contractor will be fully responsible for protecting the security and confidentiality of Confidential Information, and will maintain administrative, technical and physical security controls to prevent any unauthorized access, use or disclosure of Confidential Information. Contractor will ensure that such persons and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement. Contractor may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, recipient will promptly provide PowerUp with sufficient notice of all available details of the legal requirement and reasonably cooperate with PowerUp’s efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as PowerUp may deem appropriate.

**8.3 No Publicity.** Neither party may make any public statement regarding this Agreement without the other party’s written approval.

## **9. Indemnification**

**9.1** Contractor will indemnify, defend and hold harmless PowerUp its shareholders, directors, officers, employees and agents from and against all claims, liabilities, damages, losses, costs and expenses (including attorneys’ fees) arising out of or in connection with: (a) the Services or Deliverables; (b) any breach of Contractor’s obligations under this Agreement; or (c) an allegation that the Services or Deliverables infringe or misappropriate any third party’s rights, including Intellectual Property Rights.

**9.2** PowerUp will tender sole control of the indemnified portion of the legal proceeding to Contractor, but (a) PowerUp may appoint its own non-controlling counsel; and (b) any settlement requiring PowerUp to admit liability, pay money, or take (or refrain from taking) any action, will require PowerUp’s prior written consent

## **10. Miscellaneous**

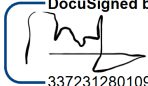
**10.1 Notices.** Any notice required to be given under this Agreement will be deemed to have been duly given after receipt by the other party, if in writing and delivered: (i) by certified or registered mail, return receipt requested; (ii) by commercial overnight mail service; or (iii) by personal delivery, to the address first set forth above, or to any subsequent address designated by either party, on notice to the other party pursuant hereto, for the purpose of receiving notices pursuant to this Agreement

**10.2 Assignment.** Contractor may not assign or transfer its rights or obligations under this Agreement, and any attempt to do so is void.

- 10.3 Nonwaivers.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 10.4 Amendments.** Any amendment to this Agreement must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 10.5 Applicable Law; Venue and Jurisdiction.** All claims arising out of or related to this Agreement will be governed by Virginia law, excluding Virginia's conflict of laws rules, and will be litigated exclusively in the federal or state courts in the city and county of Arlington, Virginia, USA; the parties consent to personal jurisdiction in those courts.
- 10.6 Independent Contractor.** This Agreement does not create any agency, partnership, or joint venture between the parties.
- 10.7 Severability.** If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.
- 10.8 Execution.** The parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.
- 10.9 Entire Agreement.** This Agreement (together with any SOWs) sets forth the entire agreement, and supersedes any and all prior and contemporaneous oral or written communications, understandings and agreements, with regard to the Services and development of the Deliverables.
- 10.10 Order of Precedence.** The terms in an SOW will control over conflicting terms in this Agreement only for the Services and Deliverables identified in that SOW.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

[Signatures on the following page]

<p><b>PowerUp, Inc.</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Santiago Rueda</b></p> <p>DocuSigned by:    3372312801094EB...</p> <p>Signature: _____</p> <p>Name: <u>santiago rueda</u></p> <p>Title: _____</p> <p>23/8/2023   17:17:51 PDT</p> <p>Date: _____</p>
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**Exhibit A - Initial Services**

## 1. Description of the Services:

## Senior Software Engineer

## 2. Description of Deliverables:

Deliverables as specified and agreed by the Parties in writing from time to time.

### 3. Schedule:

Schedule for performing Services and providing any Deliverables will be as specified and agreed by the Parties in writing from time to time.

[Services are to be performed based on allocation of 160 hours per month]

#### 4. Term

The Term for the Initial Services shall be indeterminated. The parties may extend the term as agreed in writing.

## 5. Compensation; Invoices:

Fees for Services and Deliverables hereunder is 5,200 USD monthly

EXHIBIT B - FORM OF SOW

Statement of Work No. [Insert]

This Statement of Work No. [Insert] (“SOW”) dated as of the latter of the two signature dates below (“SOW Effective Date”) is made and entered into pursuant and subject to the Master Services Agreement, dated as of September 4<sup>th</sup>, 2023 (the “Agreement”) between PowerUp, Inc. (“PowerUp”) and Daniel Santiago Rueda (“Contractor”). All terms defined in the Agreement will have the same meanings when used in this SOW.

1. Description of the Services:

Senior Software Engineer

2. Description of Deliverables:

Deliverables as specified and agreed by the Parties in writing from time to time.

3. Schedule:

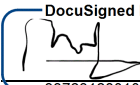
Schedule for performing Services and providing any Deliverables will be as specified and agreed by the Parties in writing from time to time.

[Services are to be performed based on allocation of 146 hours per month]

4. Compensation; Invoices:

Fees for Services and Deliverables hereunder is 5,200 USD monthly

IN WITNESS WHEREOF, the parties have entered into this SOW as of the SOW Effective Date.

<p><b>PowerUp, Inc.</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Santiago Rueda</b></p> <p>DocuSigned by:</p> <p>Signature:  _____</p> <p>3372312801094EB...</p> <p>Name: santiago rueda</p> <p>Title: _____</p> <p>Date: 23/8/2023   17:17:51 PDT</p>
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## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Powerup Technology Inc. (the "Company") and I, Santiago Rueda , have had since the commencement of my consulting services (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had) to the Company in any capacity and that is and has been a material part of the consideration for the compensation of my consulting services by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my consulting services with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my consulting services or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights , *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my consulting services to Company (collectively "Inventions"), granted that such Inventions are related to Company or the business or demonstrably anticipated business of Company, and I will promptly disclose such Inventions to Company. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my consulting

services or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and

agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my consulting services that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my consulting services, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my consulting services, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my consulting services, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my consulting services).

6. I agree that during the term of my consulting services with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not a consulting services contract for any particular term and that I have the right to resign and Company has the right to terminate my consulting services at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my consulting services, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my consulting services, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be

resolved in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Delaware law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.**

Date: 23/8/2023 | 17:17:51 PDT

Accepted and Agreed to:

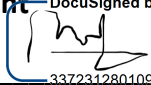
**Powerup Technology Inc.**

Signature \_\_\_\_\_

Print Name:

Title:

**Consultant** DocuSigned by:

Signature  \_\_\_\_\_  
3372312801094EB

Print Name: Santiago Rueda

