

## SERVICE AGREEMENT NO. AA0109-24

This service agreement (the “Agreement”) is made 01.11.2024 between OPTIMAL PLAN IT INFRASTRUCTURE L.L.C, registered at 25th floor, Tameem House Building, Barsha Heights, Dubai, UAE, represented by Manager Elena Tselishcheva (**the “Consultant”**)

And Alan AI, Inc, tax identification number 46-3461898, registered at 940 Hayman Place, Los Altos, CA 94024, USA, represented by CEO Ramu V Sunkara (**the “Company”**).

### 1. Services

The Consultant has agreed from time to time to provide to the Company the following services (**“Services”**):

- Developing IT solutions and their application in operations of the Company;
- introduction of changes and completion at the request of the Company of the Company's software.

The Consultant shall perform the Services in accordance with the written or oral instructions of the Company, which shall be binding on the Consultant. In the absence of any such instructions, the Consultant shall either request those from the Company prior to taking, or refraining from taking, any action hereunder or, if it is necessary or desirable to perform the relevant action without delay, act as it considers to be in the best interest of the Company.

For the avoidance of doubt, any action performed by the Consultant other than those described as Services will not be treated as forming part of this Agreement and consequently no Fee will be payable in respect of any such actions.

### 2. Fees

As a compensation for Services rendered by the Consultant under this Agreement, Company will pay to the Consultant a fee in the amount specified in the respective Invoice relating to certain rendered Services (the **“Fee”**). The Company will pay for the Consultant’s Services a fee of 50,00 US Dollars per hour (the **“Fee”**).

Company shall pay to the Consultant the Fee within 10 business days following the execution of the respective Invoice.

The Fee shall be payable to the account designated in Clause 9 below by bank transfer or through Payroll software and systems such as Deel, Solar Staff, Papaya Global, Oyster, Rippling and similar or through Payments systems and services such as Wise and similar. In the case of a transfer through Payroll software and systems, the Company undertakes to specify in the details of payment the number of the respective Invoice or other identifier, having previously agreed upon it with the Consultant by email specified in Clause 8 of this Agreement.

For the avoidance of doubt, the Consultant is not an employee of the Company and nothing in this Agreement should be construed as entitling the Consultant to any salary or retainer payment and the Company has no obligation to make any such payment or any payment to the Consultant for the Services other than as described in this Clause 2.

Fee shall be payable in US Dollars or EURO or UAE Dirham.

### 3. **Representations, Warranties and Undertakings**

The Consultant represents and warrants that:

- the Consultant has full capacity to enter into this Agreement;
- this Agreement has been duly executed by the Consultant and is valid and binding on the Consultant.

The Consultant undertakes that:

- a) the Consultant shall not in connection with the Consultant's duties and functions accept or make any contract binding on the Company;
- b) the Consultant shall not make or purport to make any representation or give or make or purport to give or make any warranty on behalf of the Company;
- a) in performing its obligations hereunder and the activities contemplated hereby, the Consultant shall comply with any obligations imposed by any applicable laws in connection with the arrangements hereunder, including laws, rules and regulations with respect to money laundering as they may be amended from time to time.

### 4. **Term and Termination**

The Agreement comes into force from the moment it is signed by the Parties and is valid for one year from date of signing. If 30 days before the end of the Agreement, neither Party declares its intention to terminate cooperation, the Agreement is extended for the next year on the same terms an unlimited number of times.

Either party may terminate this Agreement at any time, with or without cause, by giving the other party at least one month's prior written notice.

For the avoidance of doubt, the provisions of Clauses 2, 3, 5 hereof shall survive any termination of this Agreement.

### 5. **Confidentiality**

Oral and written information provided hereunder ("**Confidential Information**") shall be held in confidence by the parties and shall not, without the prior written consent of the other party hereto be disclosed, whether in writing or orally, in whole or part, to any third party nor used for any purpose other than pursuant to this Agreement.

All Confidential Information obtained by the Consultant from the Company during the term of this Agreement shall remain the exclusive property of the Company, and the Consultant shall use such information solely for the benefit of the Company.

### 6. **Documents**

All notes, memoranda, and other records (however stored) made by the Consultant in providing the Services or which relate to the business of the Company will belong to the Company and

will promptly be handed over to the Company (or as the Company directs) from time to time on request and/or at the termination of this Agreement.

## **7. Independent Contractor**

In performing the Services, the Consultant is an independent contractor and not an agent, affiliate, fiduciary, trustee or employee of the Company, nor does the Consultant have authority to incur any obligation, or to enter into contracts, or otherwise act on behalf of the Company. The Consultant will be responsible for paying all applicable domestic and foreign, state and local income, social security, withholding and other taxes resulting from this Agreement, whether imposed on either party hereto. As an independent contractor, the Consultant is solely responsible for compliance with any and all legal requirements applicable to the conduct of the Consultant's activity. Nothing in this Agreement shall be construed as creating a partnership or a joint venture between the parties hereto.

## **8. Notices**

Any notice or other document which may be given or served by either the Consultant or the Company shall be deemed to have been duly given or served on the other party if delivered by hand, sent by courier or via e-mail address of the other party given below:

### ***if to the Consultant:***

OPTIMAL PLAN IT INFRASTRUCTURE L.L.C

25th floor, Tameem House Building, Barsha Heights, Dubai, UAE, PO Box 214 950

[support.clearing@sorp.ae](mailto:support.clearing@sorp.ae)

### ***if to the Company:***

Alan AI, Inc, 940 Hayman Place, Los Altos, CA 94024, USA

[ramu@alan.app](mailto:ramu@alan.app)

## **9. Consultant's Bank Details**

Company shall pay the Fee to the below bank account unless the Consultant has provided other bank details to the Company in writing:

Bank Name: Ajman Bank PJSC

Country of Bank: United Arab Emirates

Account Name: OPTIMAL PLAN IT INFRASTRUCTURE L.L.C

A/C (AED): 011152019019

A/C (USD): 011152019021

IBAN (AED) : AE540570000011152019019

IBAN (USD) : AE970570000011152019021

Swift Code : AJMNAEAJ

#### **10. Company's Bank Details**

Bank name: CITIBANK N.A.

Country of bank: United States of America

Company name: Alan AI, Inc

SWIFT code: CITIUS33XXX

Account Number: 208598938

#### **11. Entire Agreement, Assignments**

This Agreement supersedes all prior agreements, discussions and representations between the parties hereto and constitutes the entire understanding of the parties with respect to the subject matter hereof.

Neither party hereto may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

#### **12. Miscellaneous**

Any provisions of this Agreement may be amended or supplemented if such amendment or supplement has been made in writing by duly authorized representatives of the parties hereto.

The Parties agreed that the Services shall be rendered outside the territory of the UAE, VAT is not applied.

#### **13. Governing Law and Dispute Resolution**

This Agreement, the issues relating to its validity, construction, interpretation, and enforcement and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the laws of the United Arab Emirates.

All disputes and disagreements arising within the framework of this Agreement between the parties shall be resolved in the manner prescribed by the legislation of the United Arab Emirates.

IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set out forth above.

For the Company:

Alan AI, Inc.

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CEO Ramu V Sunkara

For the Consultant:

OPTIMAL PLAN IT INFRASTRUCTURE L.L.C

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Manager Elena Tselishcheva