



Risk Latte Americas Inc.

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Mr Devendra Kumar
Kundan Niwas, Shadipur
Fatehpur 212601
Uttar Pradesh
INDIA

30th December 2020

Dear Devendra,

**Offshore Software Development Agreement
("this Agreement" or "the Agreement")**

With respect to the above captioned item and our recent discussions regarding the same, I am happy to inform you that we have decided to appoint you as a Consultant Software Developer (Offshore) ("**the Software Developer**") in the Machine Learning and Artificial Intelligence division of Risk Latte Americas Inc., Risk Latte Artificial Intelligence Inc. (hereinafter jointly and severally called "**the Company**") strictly subject to the following terms and conditions.

1. **Term.** The term of **this Agreement** shall be for a period of **2 (Two) Years** ("the Term") starting from starting 21st September 2020 and ending on 20th September 2022. The Term may be extended further subject to mutual consent in writing and your performance during the Term.
2. **Designation and Division.** You shall work in the Machine Learning ("ML") and Artificial Intelligence ("AI") division of the Company and your designation shall be Artificial Intelligence Engineer.
3. **Probation Period.** The first 3 (Three) months since the start of the Term, i.e. from the start date until 31st March 2021, shall be probation period ("**the Probation Period**") and you shall be working on a probationary basis. After the successful completion of the Probation Period, your appointment as the Software Developer shall be confirmed.
4. **Working Hours.** During the Term, you shall work exclusively for the Company on a full-time basis, remotely from India, for an average **50 (Forty) hours per week** ("the Working Hours") excluding Weekends and public holidays in India. During the Term the Working Hours may change subject to mutual consent in writing.

5. **Compensation.**

- i. During the Term you shall be paid a fixed gross consulting fee of INR35,000 (Indian Rupees Thirty-Five Thousand only) (“the Fee”) per month. The Fee shall be paid to you in arrears at the end each month and on or before the 21st day of the following month. The Fee shall be paid to you via wire transfer, PayPal or Western Union or bank transfer (telegraphic transfer/wire transfer) and you shall be responsible for any and all charges, including foreign exchange transaction costs, incurred by the Company and/or yourself related to the payment transaction.
- ii. After the Probation Period, there will be a compensation review and strictly subject to your performance, skills acquisition and work ethics the Fee may be increased.
- iii. After the completion of 12 (Twelve) months from the start of the Term, there will be a compensation review and the Fee can be revised upwards subject to your performance, skills acquisition and work ethics.
- iv. Besides the Fee you shall be eligible for a performance related bonus (“the Bonus”) at the end of the Term. However, the Bonus shall be paid strictly according to your performance and solely at the discretion of the Company. Other than the Fee and the Bonus, you **shall not** be eligible for any other kind of payment or compensation by the Company.
- v. You shall be a full-time consultant to the Company and not an employee and other than the Fee and the Bonus, you shall not be eligible to any kind of salary related compensation.
- vi. Any and all government taxes, including income tax, on the Fee and the Bonus levied by the Government of India shall be solely borne and paid by you according to the laws of the Republic of India.

6. **Duties & Responsibilities.** The following shall be your broad duties and responsibilities.

- i. You shall work in the ML and AI Team of the Company and will mostly work in the area of ML/AI algorithm and models development as well as coding and computer programming using C++ and Python.
- ii. You would have to perform coding and computer programming tasks in Python and C++ and other programming languages.

- iii. You will work on projects related to the projects/websites, www.risklatte.ai, www.risklatte.com, www.lymphomap.ai, www.fuzzydarwin.ai and www.oddvega.com (hereinafter collectively called “the Websites”).
 - iv. You shall work on any and all the back-end web development work of the Websites, including but not limited to video engineering and server side coding/programming related to remote video conferencing, that is assigned to you by the Company.
 - v. Any and all other coding, computer programming and software development tasks in the domain of ML, AI, back-end web and software development pertaining to the Websites as assigned to you by the Company.
7. **Reporting.** For all software development, technology and ML/AI work-related issues you shall directly report to Dhanesh Prajapati though other senior members of the team may have complete oversight over your work from time to time. For all back-end web and software development work you shall report to Rishabh Pandey.
8. **Non-disclosure & Non-compete.** You shall be governed by the Non-disclosure and Non-compete and Non-disclosure agreements and/or contracts of the Company and/or the parent/associate/affiliate/related/subsidiary company(ies) of Risk Latte Americas Inc., Risk Latte Artificial Intelligence Inc., ODDBOOT Technologies Inc. and you may be required to sign a separate Non-Disclosure and Non-Compete Agreements with the Company at a later date. This Agreement and this offer of Consultant Software Developer in the Company is strictly subject to and legally governed by any and all Non-Disclosure and Non-Compete Agreement(s) of the Company. Notwithstanding anything contained in this Agreement, your acceptance of this offer and agreement to the terms and conditions of this Agreement implies your agreement with/to any and all Non-compete and Non-disclosure agreements and/or contracts of the Company that is currently in force and/or that may come into force at a later date.
9. **Confidential Information.** You acknowledge that you will receive, use and be made aware of confidential information during the Term with the Company and that such confidential information is brought to your attention in confidence and must be used only for the benefit of the Company and for the purposes for which it is intended.

The term “confidential information” shall mean, without limitation:

- a) any information, knowledge or data, written, oral or visual, of an intellectual, technical, scientific, industrial, contractual, financial, commercial or cost nature, source codes and software codes concerning the Business of the Company and

disclosed to you in connection with or during your work in the Company. Without restricting the generality of the foregoing, “Confidential Information” includes recipes, formulae, source codes, software codes, computer programming and mathematical algorithms, concepts, technical data, drawings, photographs, specifications, standards, manuals, reports, processes, information lists, trade secrets, software and software documentation, management and administration information with regard to any and all websites, software platforms and software modules and codes, UX/UI designs and other software architecture developed by you in the field of your work outlined in clause 4 above and/or all work done by other developers and programmers working for the Company;

- b) any document, file or any other information obtained by any means whatsoever, and being expressly or implicitly of a confidential nature;
- c) any software, program, product, algorithm, source code, process, method, formulae, any data, register, diagram, design, process, specification, calculation, report, computer graph, plan, technical or user manual, hardware, know-how, or related technique or procedure developed or used, as well as all technical specifications pertaining to the software;
- d) any discovery, improvement, invention or patent (including any applications and rights pertaining thereto) realized or acquired by the Company or on its behalf;
- e) any document, file, policy or other information relating to the accounting, finances, marketing methods, sales, contracts, personnel, assets, administration, research, expansion or other plans, intentions and operations of the Company;
- f) any document, file, policy or other information pertaining to the clients, client lists, client services, prices, price lists, cost of services or operating costs of the Company.

You undertake, at all times during your work in the Company and the Term and for a period of 60 (Sixty) months following termination of this Agreement thereof:

- a) to keep in confidence all confidential information and not to disclose any confidential information, directly or indirectly, to any person whatsoever;

- b) to take all measures and precautions which may be required by the Company or which a reasonable person would take in similar circumstances to preserve the confidentiality information;
- c) not to use any confidential information, directly or indirectly, for your own benefit or for the benefit of any physical or legal person whatsoever;
- d) not to make copies of any confidential information on any medium whatsoever; except in the performance of your duties with the Company and only with the written approval of the Company.

Upon termination of your consulting assignment with the Company and/or the termination of this Agreement, you shall immediately hand over to the Company, without keeping any copies, all of the confidential information pertaining, in any manner whatsoever, to your work in the Company.

You understand that this section also applies to any information provided to the Company by any other person and for which the Company has signed a confidentiality agreement and undertakes to keep in confidence such information and to be bound by such confidentiality agreement.

10. **Non-Competition**. For good cause and valuable consideration received, you hereby undertake that you, either directly or indirectly, shall not, without the prior written consent of the Company, which consent can be refused at the Company's discretion and without reason, at any time during the Term and/or your work in the Company and for a period of 72 (Seventy Two) months following termination thereof, on your own behalf or on behalf of any other person, whether directly or indirectly, in any capacity whatsoever, alone, through or together with any person, third party, friend, spouse, partner, children and/or family member(s) carry on, participate or be engaged (as principal, agent, employee, employer, investor, shareholder, beneficial shareholder, advisor, contractor, vendor or consultant) in or have any financial interest in, advise, manage, carry on, establish, acquire control of, invest in or lend money to or guarantee the debts or obligations of any person with respect to or in connection with, any endeavor, activity or business:

- a) which is in competition with the Business of the Company in all or in part in the "Territory";
- b) which is in competition in the Territory with any new products and/or services developed, produced or distributed by the Company during the period of your employment.

The expression and the word "Territory" shall mean Canada, the United States of America, the United Kingdom, France, Germany, Italy, Russia, Brazil, Argentina, Mexico, Hong Kong, Singapore, India, Spain, South Korea, China and Japan, including each of their respective provinces, states, districts and territories.

11. **Non-solicitation.** You undertake not to, during the Term and during your work in the Company and for a period of 72 (Seventy-Two) months following the termination thereof, without the written consent of the Company, directly or indirectly, personally and/or through or in concert with any other person:
 - a) solicit and do business with clients of the Company with respect to the Business of the Company;
 - b) entice away or attempt to entice away any business, clients, projects, existing or potential, pertaining to the Business of the Company;
 - c) solicit or encourage, directly or indirectly, any other current or future employee of the Company to leave his employment or accept employment with the Employee or any other person;
 - d) encourage, in any manner whatsoever, any other person having business relationships with the Company or in the process of negotiating with the Company to establish such relationships, to cease or modify his current or proposed business relationships.
12. **Representation by the Software Developer.** You represent that you are entitled to be hired as a Consultant Software Developer or as a software developer by the Company and that your appointment as the Software Developer does not contravene any agreement with any other person and/or company and/or body corporate or partnership, whether written or verbal. You represent that you have disclosed to the Company in writing any restrictive covenant or confidentiality or non-competition agreement to which you are a party and which may still be in force upon the date hereof and represents that you have given the Company a copy of any written agreement, if applicable.
13. **Intellectual Property and Disclosure of Innovations by the Software Developer.** You acknowledge that the Company is the sole owner of all Intellectual Property ("IP") and Intellectual Property rights of **the Websites** and/or of any nature whatsoever pertaining to ideas, content, sketches, designs, including graphic, UX

and UI designs of the websites, online social media and e-learning platforms of the Company, plans, trade secrets, recipes, ingredients, packaging, calculations, reports, data, computer graphs, diagrams, know-how, methods and processes, computer programs, modules, software, algorithms, source codes, software codes, computer programming codes, specifications, documents, technical or user manuals and patents, trademark(s) which may be designed, manufactured, invented, discovered, made or performed by you, alone or in concert with any other persons, in the course of your work in the Company. You also waive all of the moral rights you may have in the foregoing, the term “moral rights” being used within the meaning of the Copyright Act (Canada) and/or any other Copyright Act(s) of any other country of the Territory, including any of the provinces of such countries. You also acknowledge that you shall not obtain and shall not claim to have obtained any rights with respect to any ideas, content, sketches, designs, UX/UI designs and frameworks, plans, trade secrets, calculations, reports, data, computer graphs, diagrams, know-how, methods and processes, programs, modules, software, algorithms, source codes, computer programs, specifications, documents, technical or user manuals, patents and trademarks designed, developed, invented, discovered, made or performed by you (alone or in concert with other persons), as the Software Developer, consultant, sub-contractor or agent acting on behalf of the Company, its subsidiaries or its affiliated companies either before or after the Term and/or your appointment as the Software Developer.

In order for the Company to establish and protect its IP and IP/intellectual property) rights, you will cooperate with the Company at its request and execute all documents and do all things necessary for the Company at its request to execute all documents and do all things necessary for the Company to establish and protect its rights, whether or not you are then employed by the Company and/or working with the Company as the Software Developer and/or a consultant or vendor.

You shall notify the Company promptly of all inventions, discoveries, improvements, modifications, programs, software, algorithms, source codes and/or computer software codes (whether patented or not) which you make, discover and/or develop either yourself or jointly with others while being in the employ of the Company as the Software Developer and/or a consultant or vendor, or which arise from whatever work you may have executed during the period of your work in the Company and/or the Term and shall promptly transfer any and all such inventions, discoveries, improvements, modifications, programs, software, algorithms, source codes and/or computer software codes (whether patented or not) in the name of the Company for the purpose of their ownership by the Company.

Further, and for greater clarity, you acknowledge and agree that all such inventions, discoveries, improvements, modifications, programs, software, algorithms, source codes, UX/UI designs and computer software codes shall be the sole property of the Company or any other entity designated by it, and you will assign to the Company all rights, title and interest therein and any patent applications which pertain to a business in which the Company is engaged, is reasonably expected to engage in or in which it has previously expressed an intention to enter.

The Company or any other entity designated by it shall be the sole owner of all domestic and foreign rights pertaining to such inventions, discoveries, improvements, modifications, programs, software, algorithms and/or source codes.

You further agree that for a period of 72 (Seventy Two) months following the completion of your work with the Company and/or the Term and/or the date of termination of this Agreement, you will, at the request and expense of the Company, complete and return to the Company all documents necessary for the preparation and filing of patent applications covering the said inventions, discoveries and improvements in the United States, Canada, the United Kingdom, India, Hong Kong, Singapore and all foreign countries as well as perform all others acts which the Company may deem necessary or advisable for the procurement, maintenance and enjoyment of the rights granted or intended to be granted hereunder, and you will assign to the Company all of the rights, title and interest in same, together with any and all patents and patent applications related thereto throughout the world.

Intellectual Property associated with any and all source codes, software codes, software designs, computer algorithms, UX/UI and other designs and/or any other work that you do, develop or conceive for the Company during the Term and/or your work in the Company shall solely and fully belong to the Company and you shall have no claims whatsoever on the IP or the intellectual property of any work that you do, directly or indirectly, for the Company during the Term.

14. Termination & Expiry.

- i. Your work with the Company and/or this Agreement can be terminated by either party, i.e. yourself or the Company, at any time during the Probation Period by giving a written notice of 1 (One) Month or paying the other party the Fee for 1 (One) Month in lieu thereof;
- ii. After the Probation Period, your work with the Company and/or this Agreement can be terminated by the Company at any time by giving you a written notice of

4 (Four) Months or paying the Fee on a pro-rata basis for 4 (Four) Months in lieu thereof;

- iii. The Company reserves the right to terminate your work and/or this Agreement without any notice and/or the Fee or any part thereof, in lieu of the notice in the event that you breach the terms and conditions of this Agreement or you are founding severely wanting in your skills as stated on your CV and/or for display of very poor work ethics and/or other disciplinary reasons;
 - iv. After the Probation Period, you can resign from the post of the Software Developer and/or terminate this Agreement at any time by giving the Company a written notice of 4 (Four) months or paying to the Company a sum equal to the Fee for 4 (Four) months in lieu thereof. If neither party terminates this Agreement then it will expire on 31st December 2022 which shall be the last day of the Term.
15. **Miscellaneous.** This Agreement shall come into force from 1st January 2021 shall supersede and/or replace any and all contracts and agreements, written or otherwise, made between the parties prior to the date of the signing of this Agreement and upon the signing of this Agreement any contracts or agreements, written or otherwise, that may have been signed and executed between the parties shall immediately be terminated and cease to exist with no claims, financial or otherwise, by you on the Company.
16. **Jurisdiction & Litigation.** All terms and conditions and the clauses of this Agreement are legally binding on both parties and this Agreement, together with your work in the Company, shall be governed by the laws of the Province of Quebec and the federal laws of Canada and/or India and any dispute between the parties shall settled by the competent courts of the Province of Quebec and/or Canada and/or India. However, the Company reserves the right to take legal action against you and seek relief, remedy, compensation and damages in a court of law in the event of the breach of any clause of this Agreement in the sovereign jurisdiction of any of the countries of the Territory as mentioned in clause 8 above.



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If you agree to the above terms and conditions and the clauses, then kindly sign this Agreement in duplicate and return it to us.

For and On Behalf of
Risk Latte Americas Inc.
Risk Latte Artificial Intelligence Inc.
("the Company")

Agreed and Accepted by
Devendra Kumar

Rahul Bhattacharya
Director

Devendra Kumar
Aadhar Card No.

Dated: 30th December 2020

Permanent Address of Devendra Kumar:

C/o Mr Ram Baran
Village- Asalpur
Post- Gambhari
Dist- Fatehpur
Uttar Pradesh – 216221
INDIA