

Common Prefix Consultant Agreement

This Services Agreement (the “Agreement”) is dated as of January 14, 2021 (the “Effective Date”) by and between Flare Finance BV (the “Company”), with its principal place of business at (****), and Common Prefix OÜ (“Consultant”) of Sepapaja 6,15551, Tallinn, Estonia.

Type of Services. Consultant will offer consulting services to the Company.

Compensation. Consultant will be paid as compensation for the provided services at a gross rate of US\$350 per hour.

Start Date. The start date of this service agreement will be January 14, 2021.

Confidential Information and Invention Assignment Agreement. Consultant will sign a Confidential Information and Invention Assignment Agreement.

Relationship. Consultant’s relationship with the Company will be “at will,” meaning that either Consultant or the Company may terminate their engagement at any time and for any reason, with or without cause. Any contrary representations which may have been made to the Company are superseded by this offer. This is the full and complete agreement between Consultant and the Company on this term. Although the Consultant’s and the Company’s personnel policies and procedures may change from time to time, the “at will” nature of the engagement may only be changed in an express written agreement signed by Consultant and the Company.

Taxes. Consultant will be responsible for reporting and paying any current and future taxes that it may incur resulting from the receipt of the Compensation to the applicable tax authorities.

Miscellaneous.

(a) Governing Law. The validity, interpretation, construction and performance of the terms of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Estonia, without giving effect to principles of conflicts of law.

(b) Entire Agreement. This letter sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) Counterparts. This letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

(d) Electronic Delivery. Consultant may, in its sole discretion, decide to deliver any documents related to this letter or any notices required by applicable law by email. The Company hereby consents to receive such documents and notices by such electronic delivery.

[Signature Page Follows]

This service agreement has been sent to you for electronic signature. By electronically signing this service agreement, you agree and acknowledge that you have been able to access and review the service agreement and choose to sign the service agreement electronically.

Very truly yours,

Common Prefix OÜ

Apostolos Tzinas, Operations

ACCEPTED AND AGREED:

Company: Flare Finance BV

Representative:

Date:

COMMON PREFIX OÜ

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of Common Prefix OÜ (the “Consultant”) engaging in consultancy services for Flare Finance BV or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), together “the Parties”, and in consideration of Consultant’s service agreement with the Company and its receipt of the compensation now and hereafter paid to Consultant by the Company, the receipt of Confidential Information (as defined below) while associated with the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this “Agreement”) will apply to Consultant’s consulting relationship with the Company. If that relationship ends and the Company, within a year thereafter, reengages Consultant as a consultant, Consultant agrees that this Agreement will also apply to such later consulting relationship, unless the Company and the Consultant otherwise agree in writing. Any such consulting relationship between the Parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “Relationship.”

2. **Confidential Information.**

(a) **Protection of Information.** The Parties understand that during the Relationship, the Company intends to provide Consultant with information, including Confidential Information (as defined below), without which Consultant would not be able to perform its duties to the Company. Consultant agrees, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform its obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Consultant obtains, accesses or creates during the term of the Relationship until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved. Consultant further agrees not to make copies of such Confidential Information except as authorized by the Company.

(b) **Confidential Information.** The Parties agree that “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications,

processes, techniques, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom it became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** Consultant's agreements in this Section 2 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. Consultant further agrees that, during the term of the Relationship and thereafter, it will not improperly use or disclose to the Company any confidential, proprietary or secret information of its former employer(s) or any other person, and agrees not to bring any such information onto the Company's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

3. **Ownership of Inventions.**

- a. **Inventions.** The Parties agree that "Inventions" means discoveries, developments, concepts, designs, ideas, know-hows, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. The Parties agree this includes, but is not limited to, any new product, method, procedure, process, technique, use, system, design or configuration of any kind, or any improvement thereon. The Parties agree that "Company Inventions" means any and all Inventions that it may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship that result from or that are made, conceived or are developed from the services that Consultant provides to the Company under this Agreement during work hours, and except as otherwise provided in Section 3(f) below.
- b. **Moral Rights.** The Company agrees that Consultant reserves all moral rights, in particular the right to claim authorship of Consultant's work.
- c. **Maintenance of Records.** Consultant agrees to keep and maintain adequate and current written records of all Company Inventions made or conceived by Consultant

(solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Consultant agrees to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 4 and Section 5.

- d. **Patent and Copyright Rights.** Consultant agrees to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, or other intellectual property rights relating thereto. The Company agrees that any ideas, methods and discoveries developed by Consultant while providing services for the Company will be licensed under a Creative Commons (CC) license and the relevant code will be open sourced under a GPL, MIT or BSD license. Consultant further agrees that its obligation to execute or cause to be executed, when it is in its power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in Consultant's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Consultant's subsequent incapacity.
 - e. **Exception to Assignments.** Subject to the requirements of applicable law, if any, the Parties agree that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that qualifies fully for exclusion under the provisions of applicable law, if any.
4. **Company Property: Returning Company Documents.** Consultant agrees that, at the time of termination of the Relationship, Consultant will deliver to the Company (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches,, other documents or property, or reproductions of any of the aforementioned items developed

by it pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

5. **Certification.** In the event of the termination of the Relationship, Consultant agrees to sign and deliver the "Certification" attached hereto as Exhibit A; however, its failure to sign and deliver the Certification shall in no way diminish Consultant's continuing obligations under this Agreement.

6. **Notice to Third Parties.** Consultant understands and agrees that the Company may, with or without prior notice to Consultant and during or after the term of the Relationship, notify third parties of its agreements and obligations under this Agreement.

7. **Solicitation of Employees, Consultants and Other Parties.** As described above, Consultant acknowledges and agrees that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that Consultant will not use or disclose such Confidential Information except as authorized by the Company. Consultant further agrees as follows:

(a) **Employees, Consultants.** Consultant agrees that during the term of the Relationship, Consultant shall not, directly or indirectly, solicit any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit employees or consultants of the Company, either for the Consultant or for any other person or entity.

(b) **Other Parties.** Consultant agrees that during the term of the Relationship, it will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

8. **At-Will Relationship.** The Parties understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Parties, Consultant's Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either Consultant or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

9. **No Conflicts.** The Parties represent that their performance of all the terms of this Agreement does not and will not breach any agreement they have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by them in confidence or in trust prior to or during the Relationship. Consultant will not disclose to the Company or use any inventions,

confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Consultant will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. The Parties agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

10. **Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Consultant does participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to Consultant's participation in the Company's equity incentive plan(s) by electronic means or to request Consultant's consent to participate in such plan(s) by electronic means. Consultant hereby consents to receive such documents by electronic delivery and agrees, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

11. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Estonia without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties relating to its subject matter and merges all prior discussions and agreements between the parties. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Parties shall not be deemed hereby to have waived any rights or remedies they may have in law or equity, nor to have given any authorizations or waived any of their rights under this Agreement, unless, and only to the extent, they do so by a specific writing signed by a duly authorized officer. Any subsequent change or changes in Consultant's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon the Parties' heirs, executors, administrators and other legal representatives, and the Parties' successors and assigns.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered by email.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the

remainder of this Agreement shall not be affected. The Company and Consultant have attempted to limit Consultant's right to use, maintain and disclose the Company's Confidential Information, and to limit Consultant's right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 7 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a digital copy will have the same force and effect as execution of an original, and an electronic signature will be deemed an original and valid signature.

[Signature Page(s) Follow]

The parties have executed this Confidential Information and Invention Assignment Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

CONSULTANT:

Common Prefix OÜ

Apostolos Tzinas, Operations

ACCEPTED AND AGREED:

Company: Flare Finance BV

Representative: Anthony Colon, Director

Date:

EXHIBIT A

CERTIFICATION

This is to certify that Common Prefix OÜ ("Consultant") does not have in its possession, nor has failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, other documents or property, or copies or reproductions of any aforementioned items belonging to Flare Finance BV, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

Consultant further certifies that it has complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by Consultant, including the reporting of any Inventions (as defined therein), conceived or made by Consultant (solely or jointly with others) during work hours covered by that agreement, and Consultant acknowledges its continuing obligations under that agreement.

Consultant further agrees that, in compliance with the Confidential Information and Invention Assignment Agreement, Consultant will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, 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.

Further, Consultant agrees that Consultant shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.