

CONTRACTOR AGREEMENT

This Contractor Agreement (the “Agreement”) is entered into as of Oct 2, 2024 between Listo Global, Inc., a Delaware USA corporation with its principal place of business at 249 N 1200 E, Lehi, Utah 84043 (the “Client”) and Diego Arriola, registered under the number 208170540 and email address: diego.arriolav1@gmail.com (the “Contractor”). Each may be referred to as a “Party,” or collectively, the “Parties.”

Client and Contractor desire to have Contractor perform services for Client, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Services

1.1 Statements of Work

From time to time, Client and Contractor may execute one or more statement(s) of work (“SOW”), substantially in the form attached hereto as Exhibit A, detailing the specific services to be performed by Contractor. Each SOW will expressly refer to this Agreement, will form part of this Agreement, and will be subject to the terms and conditions contained herein. A SOW may be amended only by a signed and written agreement of the Parties.

1.2 Performance of Services

Contractor will perform the services described in each SOW (the “Services”) in accordance with the terms and conditions set forth in each SOW and this Agreement. Unless otherwise agreed by Client, Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and any compliance policies drawn to Contractors' attention insofar as they are applicable to independent contractors.

1.3 Equipment and Facilities

Unless otherwise provided in a SOW, Contractor will perform the Services at Contractor's offices or facilities, using Contractor's instruments, equipment and tools. Contractor will determine the time, place and order in which Contractor will perform the Services in accordance with any milestones and/or timeline set forth in a SOW.

2. Payment

2.1 Fees

As Contractor's sole compensation for the performance of Services, Client will pay Contractor the fees specified in each SOW in accordance with the terms set forth therein.

Contractor acknowledges and agrees that, if specified in a SOW, Client's payment obligation will be expressly subject to Contractor's completion of Services provided therein or achievement of certain milestones to Client's reasonable satisfaction.

2.2 Expenses

Unless otherwise provided in the SOW, Client will reimburse Contractor for reasonable travel and related expenses incurred in the course of performing the Services hereunder, provided, however, that any such expenses will be approved in advance in writing by Client. As a condition to receipt of reimbursement, Contractor will submit to Client reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

2.3 Payment Terms

The payment terms will be set forth in the SOW. The Parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes.

3. Relationship of the Parties

3.1 Independent Contractor

Contractor's relationship with Client will be that of an independent contractor acting as a service provider to Client, and not that of an employee, worker, agent or partner of Client. Contractor will not be entitled to any statutory benefits payable to employees or workers by law, or otherwise any benefits paid or made available by Client to its employees or workers, including, without limitation, any retirement or pension benefits, social security or equivalent social contributions, provident fund or gratuity payments; vacation, holiday, or illness payments, or any other end-of-service benefits payable to an employee or worker.

3.2 No Authority

Contractor shall have no authority to enter into agreements that bind Client or create obligations on the part of Client without the prior written authorization of Client. Contractor will not hold itself out as being an employee, agent, partner or assignee of Client, as having any authority to bind Client or to incur any liability on behalf of Client and will make such absence of authority clear in its dealings with any third parties.

3.3 Status

Contractor will be solely responsible for (a) payment of all taxes, salaries, benefits, national insurance premiums, social security and equivalent social contributions, withholding taxes, workers' compensation, unemployment and disability insurance, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency or any other competent authority; and (b) compliance with all applicable labor, employment, and classification

requirements with respect to Contractor's self-employment, sole proprietorship, or other form of business organization. Contractor will report to all applicable government agencies as income all compensation received by Client pursuant to this Agreement. Contractor will ensure that none of its employees hold themselves out as being the employees of Client or having any authority at any time to bind Client, or otherwise attempt to claim any employment or other relationship with Client.

3.4 Liability

Contractor shall be liable for and will indemnify Client for any loss, liability, costs (including reasonable fees and expenses of attorneys and other professionals), penalties, damages and expenses arising from any breach of the terms of this Agreement and/or any applicable SOW (including data protection provisions) by Contractor or by a subcontractor engaged by Contractor of the terms of this Agreement (including in relation to data protection obligations) or any other action or inaction by or for or on behalf of Contractor. Contractor will accordingly maintain in force suitable insurance policies. Contractor acknowledges that Client will not carry any liability insurance on behalf of Contractor. Contractor will provide promptly copies of such insurance obtained on reasonable request.

3.5 Indemnification by Contractor

Contractor shall indemnify and hold Client harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs arising out of or relating to any obligation imposed by any government authority and/or court of law on Client to pay any withholding taxes, social security, unemployment or disability insurance, employees' retirement and/or pension benefits or similar items in connection with compensation received by Contractor pursuant to this Agreement. In the event of an violation by Contractor of applicable law related to this Section 3.5, Contractor will indemnify Client for and in respect of

3.5.1

- Payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, employees' retirement and or pension benefits and any other liability deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency; except where recovery by Client pursuant to this Section is prohibited by law, and all reasonable costs, expenses, penalties, fines or interest incurred or payable by Client in connection with or in consequence of Contractor's failure to pay any amounts due and owing to any government agency; except where Contractor's failure to pay was caused directly by Client's negligence or intentional misconduct; and

3.5.2

- Any liability arising from any employment-related claim or any claim based on worker status brought by Contractor or any subcontractor against Client arising out of or in connection with the provision of the Services.

3.6 Set-off

Client may, in its sole discretion, satisfy any of the indemnities set forth in Section 3.5 (in whole or in part) by way of deduction from any payments due to Contractor.

3.7 No expectation of renewal

Contractor agrees that they have no expectation that this Agreement will be renewed at the expiry of the Contract Period and no representation regarding the renewal shall be valid and binding on Client unless recorded in writing and signed by both Parties.

4. Ownership

4.1 Disclosure of Work Product

Contractor will, as an integral part of the performance of Services, disclose in writing to Client all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Contractor (or subcontractor) may make, conceive, develop, or reduce to practice, alone or jointly with others, or learned, in whole or in part, by and for or on behalf of Contractor during the term of this Agreement that relate to the subject matter of or arise out of or in connection with performing the Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark, or other legal protection (collectively, "Contractor Work Product"). Contractor Work Product includes all deliverables that Contractor has undertaken to provide Client in the course of performing the Services.

4.2 Ownership of Contractor Work Product

Contractor agrees that all Contractor Work Product will be the sole and exclusive property of Client. Contractor hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, all right, title and interest in and to Contractor Work Product, including all worldwide patent rights (including applications and disclosures), copyright rights, mask work rights, trademarks, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property") therein. At Client's request and expense, during and after the term of this Agreement, Contractor will assist and cooperate with Client in all respects, and will execute documents, and will take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce its Intellectual Property and other legal protections for Contractor work Product. Contractor hereby appoints the officers of Client as Contractor's attorney-in-fact to execute documents on behalf of Contractor for this limited purpose and agrees to execute a separate power of attorney for this purpose if instructed to do so by Client.

4.3 Moral Rights

To the fullest extent permitted by applicable law, Contractor also hereby irrevocably transfers

and assigns to Client, and agrees to irrevocably transfer and assign to Client, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Contractor may have in or with respect to any Contractor Work Product, during and after the term of this Agreement. “Moral Rights” mean any right to which Contractor is now or may be at any future time be entitled to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

4.4 Related Rights

To the extent that Contractor owns or controls (in present or future) any patent rights, copyright rights, mask work rights, trade secret rights, trademarks, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Client of the rights assigned to Client under this Agreement (collectively, “Related Rights”), Contractor hereby grants or will cause to be granted to Client a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Client to exercise all of the rights assigned to Client under this Agreement.

4.5

Contractor acknowledges that except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to Contractor in respect of the performance of the obligations under this Section 4.

4.6

Nothing contained in this Agreement will be construed to preclude Client from exercising any and all rights and privileges as sole and exclusive owner of all of the Intellectual Property owned by or assigned to Client under this Agreement.

4.7 Exploitation

If any part of the Services or Intellectual Property or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited (collectively, “Exploited”) without using or violating technology or intellectual property rights owned by or licensed to Contractor (or any person involved in the Services) and not assigned hereunder, Contractor hereby grants Client and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to fully Exploit and exercise all such technology and intellectual property rights in support of Client's exercise or exploitation of the Services, Intellectual Property, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

5. Confidential Information

5.1 Definition of Confidential Information

For purposes of this Agreement, all information Client provides to Contractor whether or not such information is marked "confidential," all information pertaining to the Services performed by Contractor, all Contractor Work Product, Client's Intellectual Property, this Agreement, and all information regarding Client's business, including, without limitation, the identity of Client will be deemed and treated as strictly confidential, non-public information ("Confidential Information") unless and until Client specifically authorizes Contractor in writing that any such information may be treated as public. Except as specifically required by law, Contractor may disclose Confidential Information only with Client's prior written consent. Contractor will have no authority to disclose confidential Information except in accordance with this section. Information already or generally available to the public (other than as a result of Contractor's breach of these provisions) will. Be considered Confidential Information.

5.2 Economic Value of Confidential Information

Contractor acknowledges that Confidential Information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that the Confidential Information is subject of a reasonable effort by Client to maintain its secrecy and confidentiality. Except as essential to Contractor's obligations under this Agreement, Contractor will not disclose any information pertaining to this Agreement, the terms of this Agreement, or any of the Confidential Information. Except as essential to contractor's obligations pursuant to its relationship with Client, Contractor will not make any duplication or other copy of Client's Confidential Information.

5.3 Non-Use and Non-Disclosure

Contractor and/or its employees and/or any third party affected by the Contractor to the Services will not, during or subsequent to the term of this Agreement, use client's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client. Contractor and/or its employees and/or any third party affected by the Contractor to the services will neither deliver, reveal, nor report any Confidential Information obtained or created pursuant to this Agreement, to any federal, state, or local government body or agency, or to any other person or entity, public or private, without (i) express prior written permission of Client, or (ii) a court or administrative order requiring disclosure. In the event that Contractor forms the opinion that it is required by applicable law to disclose any of Client's Confidential information, or is served with a witness summons, subpoena, or court or administrative order requiring disclosure of any Confidential Information, Contractor will, prior to making such disclosure, immediately notify Client in writing, and will, in accordance with Client's direction, respond, appeal, or challenge such witness summons, subpoena or court administrative order, prior to disclosure and will fully cooperate with Client in responding to, appealing or challenging any such witness summons, subpoena, or court or administrative order; except that this Section 5.3 will not apply where Contractor is required by law to disclose Client's Confidential Information without notice to Client. Neither Contractor nor Contractor's related entities, or subcontractors,

nor their respective employees will disclose any Confidential Information to any third party, nor will they use or allow the use of any Confidential Information, to further any private interest other than as contemplated by this Agreement. Contractor will take appropriate measures to ensure the confidentiality and protection of all Confidential Information and to prevent its disclosure or its inappropriate use by Contractor or its subcontractors, or by Contractor's or its subcontractors' respective employees or related entities. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

5.4 Former or Concurrent Client's Confidential Information

Contractor agrees that Contractor and/or its employees and/or any third party affected by the Contractor to the Services will not, during the term of this Agreement, improperly use, disclose, or induce Client to use any confidential information of any third party including but not limited to any former or concurrent client of Contractor and/or its employees and/or any third party affected by the Contractor to the Services.

5.5 Third Party Confidential Information

Contractor recognizes that Client has received and may receive in the future, confidential information of third parties subject to a duty on the Client's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

5.6 Return of Materials

All documents and other tangible objects containing or representing Confidential Information and all copies thereof that are in the possession of Contractor will be and remain the property of Client, and Contractor, will promptly return such Confidential Information and all copies thereof (including electronic copies) to Client upon termination and/or expiration of this Agreement or upon Client's earlier request, whichever is earlier. Contractor shall not keep any copies of the above materials, and once returned to Client in full, Contractor shall delete or destroy any copies which have remained in its possession.

6. Data Protection

6.1

To the extent that the nature of the Services requires Contractor to process Personal Data (as defined below), Contractor will process all Personal Data in accordance with, where, and as applicable, the General Data Protection Regulation 2016/679 under European Union Law ("GDPR") on data protection and privacy, the California Consumer Privacy Act ("CCPA"), data protection legislation of the United Kingdom, and all other applicable data protection laws (collectively, the "Data Protection Laws"). "Personal Data" will have the meaning set forth in Article 4 of the GDPR, or as such term is defined under the laws of any territory with jurisdiction over this Agreement related to the protection of Personal Data.

6.2

Contractor will fully comply with any reasonable instructions from and on behalf of Client regarding the processing of that Personal Data. The Parties will inform each other immediately of any suspected or confirmed Personal Data breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to Personal Data processed by a party in connection with Contractor's provision of the Services. To the extent that the Services consist of the development of software, Contractor will develop the software in compliance with Data Protection Laws.

6.3

Without prejudice to the generality of this clause relating to data protection, Contractor will and ensures that its subcontractors and employees will:

6.3.1

- Cooperate fully with Client in order to enable Client to comply with its obligations under Data Protection Laws (including in relation to subject access requests, security, breach notifications, privacy impact assessments, consultations with supervisory authority or regulators);

6.3.2

- Implement and maintain appropriate technical and organizational measures against unauthorized and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;

6.3.3

- Process any Personal Data disclosed to Contractor by or on behalf of Client only (1) for the purposes of providing the Services; and (2) for the purposes for which that Personal Data was obtained and is processed by Client.

6.3.4

- Immediately provide such evidence of Contractor's compliance with Contractor's obligations under Data Protection Laws as Client may from time to time reasonably request; and

6.3.5

- Immediately upon notification by Client, take all appropriate action to enable Client to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data.

6.4

Contractor understands and agrees that Client may, at Client's sole discretion, carry out monitoring of Client's communications facilities used by Contractor (email supplied by client, phone, mobile phone and computer communication) to monitor, prevent, detect or investigate any possible unauthorized use of Client's communications systems, wrongdoing or non-compliance with client's practices and procedures by Contractor, its employees and

subcontractors.

6.5

Client will collect and process Contractor's Personal Data in accordance with its privacy notice and applicable laws.

7. Warranties

7.1 No pre-existing obligations

Contractor represents and warrants that Contractor (and any subcontractor) has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Contractor's performance of Contractor's obligations under this Agreement

7.2 Performance standard and compliance

Contractor covenants that Contractor will perform the Services in a thorough and professional manner, consistent with high professional and industry standards by individuals with the same or similar requisite training, background, experience, technical knowledge and skills to perform Services. Contractor will comply with all applicable laws, regulations, codes and sanctions relating to anti- bribery and corruption; promptly report to Client any request or demand for any undue financial or other advantage of any kind received by Contractor in connection with the performance of this Agreement; not engage in any activity, practice or conduct which would constitute either a tax evasion facilitation offence or a foreign tax evasion facilitation offence; promptly report to Client any request or demand from a third party to facilitate the evasion of tax or any suspected tax evasion offence or facilitation of tax evasion offences whether under local law or under the law of any foreign country, in connection with the performance of this Agreement; and comply with all applicable laws and policies notified to Contractor regarding a prohibition against discrimination, harassment and bullying; and as required, certify to Client in writing Contractor's compliance with this clause.

7.3 Non-infringement

Contractor represents and warrants that Contractor Work Product does not, and will not infringe, misappropriate or violate the proprietary rights of any third party, including, without limitation, any intellectual property or rights of privacy or rights of publicity, except to the extent any portion of Contractor Work Product is created, developed or supplied by Client or by a third party on behalf of Client.

7.4 Competitive Activities

Client acknowledges that Contractor provides services to other clients. Notwithstanding the foregoing, Contractor agrees that during the term of this Agreement, Contractor will not, directly or indirectly, engage or participate in or provide services to any business that is

competitive with the types and kinds of business being conducted by Client without the prior written agreement of Client; except that this Section will not apply where prohibited by law.

7.5 Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Contractor will not directly or indirectly solicit the services of any of Client's employees, workers or contractors for Contractor's own benefit or for the benefit of any other person or entity. Client will not directly or indirectly solicit Contractor's employees for Client's own benefit or for the benefit of any other person or entity to induce such employees, workers or contractors to terminate their employment or contract (whichever is relevant) with Contractor.

8. Terms and Termination

8.1 Term

This Agreement will commence on the Effective Date and will remain in full force and effect for one (1) calendar year from the Effective Date and shall be automatically renewed for each subsequent calendar year unless terminated earlier in accordance with the terms of this Agreement or a SOW, or this Section.

8.2 Termination for Breach

Except as otherwise provided, either Party may terminate this Agreement (including any SOW) if the other Party breaches any material term of this Agreement and fails to cure such breach within ten (10) days following a written notice thereof from the non-breaching Party. Client may terminate this Agreement (including any SOW) with immediate notice and with no liability to make further payments to Contractor (other than those amounts accrued before the Termination Date) if at any time Contractor: (a) commits (or any of its subcontractors commits) any gross negligence or intentional misconduct affecting Client's business; or (b) commits (or any of its subcontractors commits) any act in violation of applicable law, regulation, or policy.

8.3 Termination for Convenience

Either Party may terminate this Agreement and any SOW at any time, without assigning any reason, upon at least ten (10) days written notice to the other Party.

8.4 Effect of Termination

Upon expiration or termination of this Agreement for any reason: (a) Contractor will promptly deliver to Client all Contractor Work Product, including all work in progress on any Contractor Work Product not previously delivered to Client, if any, including any electronic copies thereof; (b) Contractor will promptly deliver to Client all Confidential Information in Contractor's possession or control, including any electronic copies thereof; and (c) Client will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section 2.

8.5 Survival

The rights and obligations of the parties under Sections 2 through 11 will survive the expiration, new statements of work or termination of this Agreement to the maximum period granted under the applicable law.

9. Terms and Termination

9.1

Nothing in this Agreement will exclude or limit either Party's liability for losses incurred by the other Party resulting from: death or personal injury due to the willful intent or gross negligence of the other party or that of their employees, affiliates or subcontractors; a party's fraud or fraudulent misrepresentation; a contractor breach of the warranty of non-infringement under Section 7; or a party's breach of applicable law.

9.2

Subject to the provisions above, neither Party will be liable in contract, tort, pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with this Agreement for: (a) any economic losses; (b) any loss of goodwill or reputation; or (c) any special, indirect or consequential losses suffered or incurred by a Party arising out of or in connection with the provisions of, or any matter under the Agreement; whether or not such losses were within the contemplation of the Parties on the Effective Date.

9.3

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, EACH PARTY'S MAXIMUM LIABILITY WILL NOT EXCEED THE UNDISPUTED OUTSTANDING BALANCES OWED TO CONTRACTOR.

10. General

10.1 Assignment

Contractor may not assign, transfer or delegate this Agreement or any of the Services, in whole or in part, without Client's express prior written consent. Any attempt by Contractor to assign or transfer this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

10.2 No Election of Remedies

Except as expressly set forth in this Agreement, the exercise by Client of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

10.3 Equitable Remedies

Client will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, to the extent permissible under applicable law without having to post a bond or other consideration, in addition to all other remedies that Client may have for a breach of this Agreement at law or otherwise.

10.4 Attorneys' Fees

If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10.5 Governing Law and Arbitration

Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, will be finally settled by binding arbitration in Utah County, Utah, United States pursuant to the International Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") then in effect by a single JAMS arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement will be governed by the laws of Utah, United States. Contractor hereby consents to the arbitration in Utah County, Utah, United States.

10.6 Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

10.7 Waiver

The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.8 Notices

All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given when delivered via e-mail. All such notices will be sent to the e-mail addresses set forth above or to such other e-mail address as may be specified by either party to the other party in accordance with this Section.

10.9 Entire Agreement

This Agreement, together with all Statements of Work, constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. No term of any SOW will be deemed to amend the terms of this Agreement unless a SOW references a specific provision in this Agreement and provides that the SOW is amending only that specific provision of this Agreement and only with respect to the Services performed pursuant to such SOW. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any provision of this Agreement.

10.10 No Partnership

This Agreement does not create a partnership or joint-venture relationship.

10.11 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.12 Modifications

This Agreement may be modified only by a contract in writing executed by the Parties to this Agreement against whom enforcement of such modification is sought.

10.13 Third-Party Rights

The Parties do not intend that any term of this Agreement will be enforceable by any person who is not a party to this Agreement.

10.14 Electronic Signatures

Except where prohibited by law, the Parties consent to use electronic signature to execute this Agreement and agree that such signatures are valid and binding on the Parties.

11. DTSA. This Agreement does not affect any immunity under 18 USC Sections 1833(b)(1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

11.1

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely

for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.2

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

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

Exhibit A

Statement Of Work

This Statement of Work forms part of the Contractor Agreement (“Agreement”) between Listo Global, Inc. (the “Client”) and Diego Arriola (“Contractor”).

Description of Services

Contract Name: Diego Arriola

Scope: As a partner to the Customer Success Managers (CSM) and Implementation Managers (IM), the primary role is to support the team in optimizing customer requests and ongoing configurations. The CSS is involved in all aspects of support, account management, onboarding, and documentation.

Primary responsibilities include:

Working alongside a CSM and/or IM, you will assist in gathering requirements from various customer stakeholders and turn those into actionable updates within the product.

Collaborate with the engineering and development team to set up or configure the platform as per customers’ requirements and troubleshoot technical issues raised by customers.

Define and test (UAT) customer configurations.

Take notes during customer meetings resulting in actionable items for the Customer Success team and other stakeholders.

Write support tickets for the Product team.

Provide CSM, customer support, and data validation services as needed to support company goals.

Payment Terms: Client will pay to Contractor 8.5 USD per hour, to be paid semi-monthly.

Termination Date: This SOW may be terminated in accordance with the provisions of the Terms and Termination section of the Agreement, or ten (10) days after termination notice is provided.

IN WITNESS WHEREOF, the Parties have executed and agreed to this Statement of work for the Agreement.

Tyler Dixon

Client Signature

Diego Arriola Vargas

Contractor Signature