Briefcase Inc.

Amendment to CONSULTING AGREEMENT

### This Amendment to Consulting Agreement (this “Amendment”) is made as of October 25, 2023 (the “Amendment Date”), by and between Briefcase Inc., a Delaware corporation (the “Company”), and Naomi Powers (“Consultant”) and amends that certain Consulting Agreement dated as of January 2, 2023, by and between the Company and Consultant (the “Consulting Agreement”) as set forth below.

1. **Services.** In addition to any remaining services as described in the Consulting Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the “Services”), and the Consulting Agreement is hereby amended to incorporate such additional Services.
2. **Fees.** As consideration for the Services that Consultant will provide and Consultant’s other obligations hereunder and under the Consulting Agreement, the Company will pay to Consultant the amounts specified in Exhibit B hereto at the times specified therein, and the Consulting Agreement is hereby amended to incorporate such additional consideration.
3. **Term.** The parties agree that the term of the Consulting Agreement will be extended for a period commencing on the Amendment Date and terminating on the earlier of (a) the date Consultant completes the provision of the Services to the Company under the Consulting Agreement as amended by this Amendment, (b) the date Consultant has been paid the maximum amount of consulting fees as provided in Exhibit B hereto, or (c) October 31, 2024, and the Consulting Agreement is hereby amended to incorporate such extended term.
4. **Amendment to Consulting Agreement.** Except as expressly amended by this Amendment, the Consulting Agreement, the PIIA (as defined in the Consulting Agreement), and all rights and obligations of the parties thereunder and under all attachments and exhibits thereto, will remain in full force and effect. Except as expressly provided herein, this Amendment will not deemed to be a consent to any waiver or modification of any other terms or provisions of the Consulting Agreement.
5. **Miscellaneous.**
   1. **Entire Agreement.** The Consulting Agreement (as amended by this Amendment) and the PIIA, together with their respective attachments and exhibits, constitutes 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.
   2. **Advice of Counsel.** Consultant acknowledges THAT, IN EXECUTING THIS AMENDMENT, Consultant Has HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND Consultant Has read and understands ALL OF THE TERMS AND PROVISIONS OF THIS AMENDMENT.
   3. **Counterparts.** This Amendment may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

*[Signature Page Follows]*

The parties have executed this Amendment as of the Amendment Date.

**the company:**

BRIEFCASE, INC.

By:

(Signature)

Name: Beckett Mckay

Title: President

Address: 4803 Riverwood Drive   
 Rancho Cordova, CA 95742

Email: [Beckett.McKay@briefcase.com](mailto:Beckett.McKay@briefcase.com)

**CONSULTANT**:

NAOMI POWERS

By:

(Signature)

Name: Naomi Powers

Title:

Address: 1088 Hood Avenue

San Diego, CA 92103

Email: Naomi.powell@gmail.com

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

|  |  |  |
| --- | --- | --- |
|  | Description of Services/Deliverable | Schedule/Deadline |
| 1. | Product Management |  |
| 2. |  |  |

EXHIBIT B

**SERVICE FEES**

For Services rendered by Consultant under the Consulting Agreement (as amended by this Amendment), the Company will pay Consultant at the rate of $150 per hour, payable payable net 30 days.