

CONTRACTOR AGREEMENT
REF: NzZbw3xz

This Contractor Agreement ("**Agreement**") is entered into as of August 1st, 2021 (the "**Effective Date**"), between:

LISA Insurtech, INC, DE having its principal place of business at 16192 Coastal Hwy, Lewes, DE, United States, 19958, ("**Client**"), and

Eyal Schuller Tawil, an individual with full legal capacity to enter into this Agreement, whose tax address is Hacienda el Ciervo 8, int. 2101, Huixquilucan, , MX, 52763, email address: , , and whose activity is registered with the Mexican Internal Revenue Services (Servicio de Administración Tributaria) MX under the number G32290169

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, substantially in the form attached hereto as Exhibit A, detailing the specific services to be performed by Contractor (as executed, a "**Statement of Work**"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by a signed (by each party's authorized signatory) and written agreement of the parties.

1.2. **Performance of Services.** Contractor will perform the services described in each Statement of Work (the "**Services**") in accordance with the terms and conditions set forth in each Statement of Work 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.

1.3. **Equipment and Facilities.** Unless otherwise provided in a Statement of Work, 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 Statement of Work.

1.4. **Subcontractors.** Contractor may appoint a suitably skilled substitute in replacement of the initial personnel and shall be entitled to subcontract the performance of the Consultancy Services, provided that Client is satisfied that the sub-contractor possesses the necessary skills, expertise and resources to perform those elements of the Services and that Contractor ensures the substitute or subcontractor will abide by the same obligations Contractor is subject to under the terms of this Agreement regarding confidentiality, intellectual property,

data protection, anti-bribery, anti-corruption, anti-tax avoidance; if so required, Contractor will ensure that the subcontractor or substitute enters into direct undertakings with Contractor regarding these obligations. Contractor will continue to be bound by all the obligations in this Agreement and will invoice Client and be responsible for the remuneration of the substitute or subcontractor. Contractor will keep Client fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it as a result of the use of such subcontractors including the reasonable cost of all instruction (necessitated by the subcontracting) for the sub-contractor.

2. PAYMENTS

2.1. **Fees.** As Contractor's sole compensation for the performance of Services, Client will pay Contractor the fees specified in each Statement of Work in accordance with the terms set forth therein. Contractor acknowledges and agrees that, if specified in a Statement of Work, 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 Statement of Work, 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 Statement of Work. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes.

2.4. Client acknowledges that Contractor has appointed Deel, Inc, a Delaware registered company having its headquarters at 650 2nd St, 94107, San Francisco, California, United States ("**Deel**") as Contractor's limited payment agent for the purpose of facilitating the receipt of payments made by Client for services provided in connection with this Agreement and each Statement of Work using a payment method supported by Deel or by one of Deel's Payment Service Providers, and the disbursement of those payments to Contractor.

2.5. Client agrees to make all payments to Contractor using one of the payment methods supported by the Deel platform. Client and Contractor represent and warrant that they have carefully read, understood and accepted the Deel platform terms and conditions (the "**Deel Terms and Conditions**") available on the Deels' website (www.letsdeel.com/terms). In the event of any conflict between this Agreement and the Deel Terms and Conditions, this Agreement will govern. Both parties acknowledge that acceptance of the Deel Terms and Conditions by each party is a precondition to entering into this Agreement.

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.

3.2. **No Authority.** Contractor will have the authority to enter into agreements that bind Client or create obligations on the part of Client in accordance with the obligations and

activities describe in the Contractor scope.

3.3. Status. This Agreement is one for the provision of services and accordingly, Contractor will be solely responsible for (a) payment of all taxes, salaries, benefits, national insurance premiums, social security 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.

3.4. Liability. Contractor is committed to comply with the duties, activities and obligations describe in this contract. Contractor acknowledges that Client will not carry any liability on behalf of Contractor.

3.5. Indemnification by Contractor. Contract can be terminated in the event of any violation by Contractor to the obligations of this contract.

3.6. 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.

3.7. Contractor agrees to hold Client harmless against any claim, lawsuit or fine that its employees or any other authority would impose or levy resulting in damage to Client and to indemnify Client for any losses or damages caused by the breach of Contractor with any of the obligations assumed under this clause. In the event Client is compelled and bound to pay any of Contractor employer liabilities, Contractor herein agrees and authorizes the Client to automatically discount the costs, expenses and fees paid by Client related with such Contractor's employer liabilities from any outstanding invoices or from the invoice that it is to be paid for Services under this Agreement in the month immediately following the date on which the expense is incurred or fines and/or administrative sanctions referred to in this Agreement. Furthermore, without prejudice to the foregoing, the imposition of fines and/or penalties against Client arising from the breach of Contractor's employer liabilities may be invoked by Client as grounds for immediate termination of this Agreement, without generating liability for Client and without the need for judicial declaration. Similarly, Client is obliged to Contractor and/or its affiliates, subsidiaries or controller in the same terms stipulated in this clause. Consequently, Client, will be the only responsible in front of its employees. is to be paid for Services under this Agreement in the month immediately following the date on which the expense is incurred or fines and/or administrative sanctions referred to in this Agreement.

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 any subcontractor) may make, conceive, develop or reduce to practice, alone or jointly with others, or learned, in whole or in part, by or 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 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 patent 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 the present or in the 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 of its rights and privileges as sole and exclusive owner of all of the Intellectual

Property owned by or assigned to Client under this Agreement. Client, in exercising such rights and privileges with respect to any particular item of Intellectual Property, may decide not to file any patent application or any copyright registration on such Intellectual Property, may decide to maintain such Intellectual Property as secret and confidential, or may decide to abandon such Intellectual Property, or dedicate it to the public. Contractor will have no authority to exercise any rights or privileges with respect to 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 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 not 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 to 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 their 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 or and 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 or and 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 cooperate fully 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 or and 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 or and any third party affected by the Contractor to the services . Contractor and/or its employees or and any third party affected by the Contractor to the services will not bring onto the premises or devices of Client any confidential information belonging to any third party. Contractor and/or its employees or and any third party affected by the Contractor to the services will indemnify Client and hold it harmless from and against all claims, liabilities, damages and expenses (including reasonable legal fees, expenses and costs) arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Client's use of such third party's confidential information by Contractor and/or its employees or and any third party affected by the Contractor to the services in connection with Contractor's fulfillment of its obligations under this Agreement.

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. Contractor agrees:

5.5.1. that Contractor and/or its employees or and any third party affected by the Contractor to the services owes Client and any such third party, during the terms of this

Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence;

5.5.2. to treat any such third-party confidential information as if it was Client's Confidential Information; and

5.5.3. not to disclose it to any person, firm, corporation or other entity or to use it except as necessary in carrying out the Services for Client consistent with Client's agreement with such third party.

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 or/and expiration of this Agreement or upon Client's earlier request, whichever the 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 (and procures that any subcontractor 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 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 for the purposes of providing the Services; and 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 .

Contractor understands and agrees that Client may, at Client's sole discretion, carry out monitoring of the client communications facilities use 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, subcontractors.

6.4. 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 (and any subcontractor) will perform the Services in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services. Any deviation in the quality of the Services will be remedied by Contractor upon written notice to this effect by Client. Contractor will (and will ensure that any subcontractor will):

7.2.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

7.2.2. 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;

7.2.3. not engage in any activity, practice or conduct which would constitute either a tax evasion facilitation offence or a foreign tax evasion facilitation offence;

7.2.4. 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

7.2.5. comply with all applicable laws and policies notified to Contractor regarding a prohibition against discrimination, harassment and bullying; and

7.2.6. 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 any 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 7.4 will not apply where prohibited by law.

7.5. Non-Solicitation of Personnel. During the term of this Agreement and for a period of one (1) 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 or attempt to induce such employees, workers or contractors to terminate their employment/contract (whichever relevant) with Client.

8. TERM AND TERMINATION

8.1. Term. This Agreement will commence on the Effective Date and will remain in full force and effect for two (2) calendar years 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 Statement of Work, or this Section 8. This Agreement may be renewed an unlimited number of times.

8.2. Termination for Breach. Except as provided below, either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following a written notice thereof from the non-breaching party. Client may terminate this Agreement (including all Statements of Work) with immediate notice and with no liability to make any further payments to Contractor (other than in respect of amounts accrued before the Termination Date) if at any time Contractor:

8.2.1. commits (or any of its subcontractors commits) any gross negligence or intentional misconduct affecting the business of Client, including but not limited to acts of fraud or dishonesty, material breaches of Client's code of conduct-related rules and policies (including relating to bribery, corruption, tax evasion, data protection, equality and diversity, and health and safety);

8.2.2. commits (or any of its subcontractors commits) any bribery offense;

8.2.3. commits (or any of its subcontractors commits) a local or foreign tax evasion facilitation offense;

8.2.4. is wound-up or declared bankrupt or makes arrangements with or for the benefit of Contractor's creditors or has a court administration order made against Contractor for the reimbursement of Contractor's creditors.

8.3. Termination for Convenience. Either party may terminate this Agreement (including all Statements of Work) at any time, without assigning any reason, upon at least thirty (30) days to the other party. Client may also terminate an individual Statement of Work at any time, without assigning any reason, upon at least thirty (30) days to Contractor.

8.4. Termination of Deel Terms and Conditions. This Agreement will automatically terminate upon termination of the Deel Terms and Conditions by either party, or in the event that Deel terminates Client's or Contractor's use of the Deel platform for any reason.

8.5. Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (i) 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; (ii) Contractor will promptly deliver to Client all Confidential Information in Contractor's possession or control, including any electronic copies thereof; and (iii) Client will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section 2.

8.6. Survival. The rights and obligations of the parties under Sections 2, 3, 4, 5, 6, 7.3, 7.5, 8.5, 8.6, 9, 10, and 11 will survive the expiration, new statements of work or termination of this Agreement to the maximum period granted under the applicable law.

9. LIMITATION OF LIABILITY

Nothing in this Agreement will exclude or limit either party's liability for losses incurred by the other party resulting from: direct damages, death or personal injury due to the gross negligence of the other party or that of their employees, affiliates or subcontractors; a party's fraud or fraudulent misrepresentation; or a party's breach of applicable law. **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, 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 9, 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 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 laws, 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 attorneys' 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 the city of Lewes, DE, 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 with substantial experience in resolving complex commercial contract disputes. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will apply DE law to the merits of any dispute or claim, without reference to rules of conflict of law, and shall have the authority to award any and all available remedies, including legal and equitable relief. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. Contractor hereby consents to the arbitration in the State of DE in the city of Lewes.

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. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this Agreement (including any Statement of Work). No term of any Statement of Work will be deemed to amend the terms of this Agreement unless a Statement of Work references a specific provision in this Agreement and provides that the Statement of Work is amending only that specific provision of this Agreement and only with respect to Services performed pursuant to such Statement of Work. 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.

Electronic Signatures. Except where prohibited by law, the parties consent to use Deel's electronic signature service to execute this Agreement and agree that such signatures are valid and binding on the parties.

DTSA. NOTICE: 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.

CLIENT

Signature: *Gino*
*Bustamante*_____

Date: August 11th, 2021

CONTRACTOR

Signature: *Eyal Schuller*

Date: August 11th, 2021

EXHIBIT A
STATEMENT OF WORK 1
REF: NzZbw3xz

DATE: August 11th, 2021

This Statement of Work is issued under and subject to all of the terms and conditions of Contractor Agreement dated as of August 1st, 2021, between Client and Contractor.

DESCRIPTION OF SERVICES

Contract name:

EYAL SCHULLER TAWIL

Scope:

Aplicar la visión de cómo se utilizará la tecnología en la Empresa.

Asegurar que los recursos tecnológicos satisfagan las necesidades de la empresa a corto y largo plazo.

Resumir y mantener actualizados los objetivos de investigación y desarrollo de software requerido.

Creación y mantención de cronogramas para el desarrollo y despliegue de todos los servicios tecnológicos que se le asignen

Colaborar con sus colegas atendiendo requerimientos de apoyo o conocimiento que puedas contribuir al Equipo

Mantener una perspectiva centrada en el consumidor y ayudar en la entrega de funcionalidades nuevas de LISA Insurtech que agreguen valor a nuestros clientes.

Gestionar de buena forma los presupuestos tecnológicos y plazos de los proyectos asignados.

Mantenerse al tanto de las tendencias y desarrollos tecnológicos y contribuir a LISA con Charlas y aportar nuevas funcionalidades en torno a dicho conocimiento.

Asegurar que todas las prácticas tecnológicas se adhieran a los estándares regulatorios y de cumplimiento profesional.

Debe programar microservicios (API) en Python

Implementar modelos de ML / Redes Neuronales y nuevas tecnologías de inteligencia artificial al servicio de LISA.

Se le asignarán actividades de construcción de microservicios y encapsulamiento de servicios externos expuestos.

Toda construcción de Software realizada deberá ser documentada técnicamente

Son requisitos de su día a día: Debe ser muy orientado al objetivo.

Son requisitos de su día a día: ser muy proactivo y Ordenado.

Muy buen@ planificando trabajos.

Orientado al diseño e implementación de software de manera ordenada.

Características ideales

Atención a los detalles.

Autogestión trabajando de forma remota.

Colaborador habitual de proyectos de código abierto.

Actitud positiva ante nuevos retos.

Deseable pero no limitante - Alto nivel de inglés, habilidad para establecer conversaciones fluidas y explicar claramente problemas complejos a perfiles no técnicos.

Requisitos técnicos:

- Python (3+ años)
- Experiencias de comunicación con API y microservicios comerciales (más de 2 años)
- PostgreSQL, MySQL (2+ años)
- AWS: S3, ELB, RDS, Elasticache (1 año o más)
- Herramientas de control de versiones de código (GIT Ideal Bitbucket)
- Gestión de tareas como JIRA
- Aplicación cotidiana de Metodologías ágiles

¿Qué estaría haciendo?

Gestión de decisiones de arquitectura con el objetivo de diseñar aplicaciones mantenibles que sean fáciles de modificar con el tiempo.

Programación en pareja y asesoramiento al resto del equipo.

Participar en revisiones de códigos formales e informales.

Diseñar estrategias de prueba adecuadas, encontrando el equilibrio ideal entre las pruebas unitarias y de integración.

Asegurar el correcto funcionamiento de todas las partes desarrolladas, como integraciones con terceros, múltiples navegadores web, accesibilidad, visualización adecuada en dispositivos móviles, etc.

Elaboración de documentación técnica basada en especificaciones de tareas.

Colaborar con el departamento de QA para crear escenarios que serán cubiertos por las pruebas automatizadas como parte de las pruebas de integración.

Con el objetivo de ser experto en las herramientas, lenguajes y bibliotecas que utiliza el equipo, así como adoptar y mejorar sus prácticas.

Investigar y proponer nuevas tecnologías para aplicarlas en proyectos actuales o futuros.

Promover el principio de integración y entrega continua.

Realizar el trabajo con responsabilidad, flexibilidad y autonomía.

Implementación de la arquitectura diseñada por el arquitecto.

Conocimiento requerido:

- Patrones de diseño.
- Experiencia en escalabilidad de sistemas complejos y de alta demanda.
- Buenas prácticas de ingeniería de software.
- Integrar una aplicación web con otras aplicaciones o servicios web.
- Seguimiento y optimización del rendimiento de una aplicación web.
- Scrum o metodología similar para el desarrollo ágil de software.
- Elaboración de documentos con especificaciones técnicas.
- Conocimiento de los problemas de seguridad más comunes.

Milestones and Payment terms:

Starting on August 1st, 2021, Eyal Schuller Tawil will get paid for the work performed and approved twice per month a fixed sum of MXN15000. The payment will be paid out on the 13th and 28th of the month. If payment is made by bank transfer with a commission, the commission is paid by the Contractor.

Termination date:

This Statement of Work may be terminated in accordance with the provisions of the Terms and Termination section of the Contractor Agreement or thirty (30) days after a termination notice is provided.

Special clause:**Benefits:**

A benefit of MXN \$ 1600 MXN will be paid each month by Lisa for computer equipment and internet local connection.

Additional bonus of 12% of fix amount will be included and paid each month.

IN WITNESS WHEREOF, the parties have executed and agreed to this additional Statement of Work for the contract as of the August 1st, 2021.

CLIENT

Signature: *Gino
Bustamante*

Date: August 11th, 2021

CONTRACTOR

Signature: *Eyal Schuller*

Date: August 11th, 2021