

Consulting Services Agreement

Last modified: February 18, 2018

This CONSULTING SERVICES AGREEMENT ("Agreement") is a services agreement between the Company and Consultant (collectively, the "Parties") listed below. By accepting this Agreement or executing any Statement of Work ("SOW"), Consultant agrees to be bound by the terms of this Agreement.

Parties

Consultant: The party (individually or on behalf of an Entity) clicking through to accept this Agreement or executing any SOW referenced in this Agreement. Consultant may be an individual or an entity.

Company: ExO Works Europe, SLU (or any successor entity or assignee).

Entities: If an individual enters into this Agreement on behalf of a company, organization or other legal entity (an "Entity"), the Individual consents to this Agreement on behalf of that Entity and represents that he or she has the authority to bind that Entity and its affiliates to these Terms. Where an entity is bound, the term "Consultant" shall refer to the Entity and its affiliates.

Effective Date

This Agreement is effective on the date on which Consultant clicks through to accept this Agreement. Any SOW is effective on the date on which both Parties execute an SOW, or when the Company acknowledges acceptance of an SOW that Consultant clicks through.

Services and Consulting Relationship

SOW: During the term of this Agreement, Consultant will provide consulting services to the Company as described in the SOW (attached as Exhibit A) (the "Services"). Consultant will provide the Services according to the schedule and specifications set forth in the SOW.

Qualifications: Consultant represents that Consultant is qualified (or is duly licensed, as applicable) and has the experience and ability to properly perform the Services. Consultant will use Consultant's best efforts to perform the Services such that the results are satisfactory to the Company. Consultant shall devote the time required to perform of the Services.

Equipment: Unless otherwise specified in a Statement of Work, Consultant is responsible for providing all equipment, software and supplies required to perform the Services.

Master Terms: This Agreement governs each SOW, and any conflict or inconsistency with any SOW will be resolved in favor of this Agreement. This Agreement does not obligate the Company to engage Consultant to perform any Services unless otherwise provided in a Statement of Work. The Company makes no promises or representations about the amount of work Consultant may expect at any time under this Agreement.

Compensation

The Compensation, and payment timing and terms, for any Services will be specified in the applicable SOW.

Expenses

Consultant is not authorized to incur, on behalf of the Company, any expenses and will be responsible for all expenses incurred while performing the Services, unless otherwise agreed to in writing by the Company or set forth in an SOW. As a condition of reimbursement of approved expenses, Consultant must submit evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement, and such expenses shall be reimbursed only to the extent that they comply with any applicable limits or terms of the then current Company reimbursement policy.

Term and Termination

Term: Unless earlier terminated, this Agreement shall remain in effect for the duration of any Services set forth in any SOW, and shall automatically apply to and remain in effect for any subsequent SOWs (if any) between the Parties.

Termination: The Company may terminate the use of Consultant's services at any time and for any reason without further obligation to Consultant, except for payment for any services fully performed by Consultant and accepted by the Company prior to such termination. Consultant may terminate this Agreement so long as no outstanding SOW is in effect.

Independent Contractor

Independent Contractor: Consultant's relationship with the Company will be that of an independent contractor and not that of an employee.

No Authority to Bind Company: Consultant has no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

No Benefits: Consultant shall not be eligible for any Company employee benefits (to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant expressly declines to participate in such Company employee benefits).

Withholding: Consultant has full responsibility for applicable withholding taxes for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to any insurance coverage requirements and any immigration visa requirements.

Indemnification:

Consultant agrees to indemnify, defend, and hold the Company and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, assessment of penalties, expenses and damages (including attorneys' fees) arising out of: (i) Consultant's gross negligence or intentional acts; any third party claim which would establish a breach of this Agreement by Consultant; or (iii) Consultant's status as an independent contractor, including any liability for, or assessment of, withholding taxes imposed on the Company with respect to any compensation paid to Consultant.

Reporting and Acceptance of Deliverables

Reporting: All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's authorized representative and Consultant will report to the representative concerning the Services performed.

Acceptance of Deliverables: When an SOW includes deliverables, acceptance of applicable deliverable items is upon examination and approval by the Company, using the Company's commercially reasonable business judgment as appropriate for the intended purpose of the deliverables. Where not accepted, the Parties agree to work together in good faith to resolve the issue promptly, and the Company reserves the right to specify corrections that, if made to Company's reasonable satisfaction, would result in acceptance.

Confidentiality

Confidential Information: "Confidential Information" means any information not generally known or available outside the Company or entrusted to

the Company in confidence by third parties. Without limitation, Confidential Information includes: Company inventions, technical data, trade secrets, research, product or service ideas or plans, inventions, techniques, methods, lists of or information relating to employees, consultants, customers, and partners of the Company, pricing, market data, marketing plans, licenses, contract information, business plans, financial data, budgets or other business information disclosed to Consultant by the Company (directly or indirectly, whether in writing, electronically, orally, or by observation). Confidential Information does not include information that: was already within the public domain at the time the information is acquired by Consultant; that subsequently becomes public through no act or omission of the Consultant; or was acquired by Consultant from a third party without breach of any confidentiality obligation to the Company. Consultant agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Consultant and whether or not disclosed to or entrusted to Consultant's custody.

Protection of Information: Consultant recognizes and acknowledges that the Company possesses certain confidential information about it and its clients and customers that constitutes a valuable, special, and unique asset. Consultant agrees not to disclose or use, except for the benefit of the Company to the extent necessary to perform Services under an SOW, any Confidential Information that Consultant obtains, accesses or creates during the relationship. Consultant further agrees not to make copies of such information except as authorized by the Company. The obligations cover third party confidential information shared with the Company. Consultant shall not use any Company Confidential Information to negatively influence any current or prospective Company clients or customers from purchasing Company services, or to influence any person to engage the services of a person or entity in competition with the business of the Company.

Additional Rights: This Agreement supplements, and does not supersede, any additional rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

Ownership

Prior Consultant Materials and Developments: Consultant may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Consultant in the performance of this Agreement (collectively "Consultant IP"). Consultant IP is proprietary to Consultant and shall remain Consultant's exclusive property. If you have any such 'Consultant IP', please email us at legal@openexo.com to register your materials.

Service Related Materials and Developments: Except for Consultant IP, all materials and innovations (including but not limited to proprietary methods, trade secrets, works of authorship and other subject matter eligible for protection under intellectual property laws) prepared and developed in connection with the performance of the Services under this Agreement (including jointly developed materials and innovations) (collectively, "Company Inventions") shall be deemed a "work for hire" under applicable law; to the extent any such materials do not qualify as "work for hire" and include material subject to intellectual property or proprietary rights protection, Consultant irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials that are ruled by the Spanish Intellectual Act.

Use or Incorporation of Inventions: If Consultant uses or incorporates into any deliverable for Company any Consultant IP or other intellectual property related to Consultant's Services or in which Consultant has an interest, Consultant irrevocably grants to Company a nonexclusive, perpetual, worldwide, royalty-free, fully paid, unrestricted and sublicensable license to such Consultant IP and any related intellectual property.

Assignment of Company Inventions

Assignment: Consultant agrees to disclose to the Company and hereby assigns to the Company, all right, title and interest throughout the world in and to any and all Company Inventions.

Records: Consultant agrees to keep and maintain adequate and current written records of all Company Inventions made by Consultant (solely or jointly with others) during the term of this Agreement.

Assistance: Consultant agrees to assist the Company to secure intellectual property rights relating to the Company Inventions, in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to such Company Inventions, and any intellectual property rights relating thereto. Consultant agrees that such obligations shall continue after the end of this Agreement and until the expiration of the last such intellectual property right to expire. Consultant irrevocably designates and appoints the Company and its duly authorized agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of registrations related to such Company Inventions.

Exception to Assignments: Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any.

Other Activities

Consultant is free to engage in other independent contracting activities, provided that no such activities are inconsistent with or in conflict with any provisions of this Agreement, or interfere with the proper and efficient performance of Consultant's services under this Agreement. Consultant agrees not to induce or attempt to influence, directly or indirectly, any party working with the Company to end such work with the Company.

Warranties

Consultant warrants that: Consultant's agreement to perform the Services does not violate any agreement or obligation between Consultant and a third party; the Services as delivered to the Company will not infringe any proprietary right (including any intellectual property right) held by any third party; and the Services provided by Consultant shall be performed in a professional manner, shall be of high quality, and shall be performed in a timely manner and shall meet deadlines agreed between Consultant and the Company; Consultant has the right to disclose and use, without liability any third parties, whatever Consultant discloses to the Company or uses in the course of performance of this Agreement.

Return of Company Property and Materials

Consultant agrees to return to the Company, and not to retain any copies of, any Company property or materials provided to Consultant by the Company, or developed by Consultant in connection with Consultant's Services to the Company, including any materials containing Confidential Information. Consultant acknowledges that any property owned by the Company may be inspected by the Company at any time.

Arbitration

The parties hereto agree that any claim or dispute between them or against any agent or employee of the other, whether related to the consulting relationship or otherwise, and all disputes about the validity of this arbitration clause, shall be resolved by neutral binding arbitration by the Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid, (Spain), with a single arbitrator, under the rules of procedure in effect at the time any claim is made. Each party shall pay its own costs of arbitration. Fees paid are subject to the award of fees, as provided by law and arbitration rules. This agreement is subject to the Spanish Arbitration Act and any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.

Miscellaneous

Assignment: The Company may transfer or assign rights under this Agreement to designees, successors, assigns, or nominees.

Amendments and Waivers: This Agreement, including the Exhibits, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter of this Agreement. Any amendment or waiver of any term of this Agreement must be in writing and signed by the Company.

Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by courier with trackable delivery confirmation; or when sent by email or fax upon customary confirmation of receipt. Notice must be to the address specified by each party upon entering into this Agreement (or as updated by the Company to Consultant or on the Company's website). The company may provide notice by email to the last known email address of Consultant.

Choice of Law: The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Kingdom of Spain, without giving effect to the principles of conflict of laws.

Advice of Counsel: Each party acknowledges that it had has the opportunity to seek the advice of independent legal counsel and has read and understands the terms of this Agreement, which shall not be construed against any party by reason of drafting or preparing this Agreement.

Severability: If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so

excluded and

(iii) the balance of the Agreement shall be enforceable in accordance with its terms.