

**DAEDAEUS INC.**

**CONSULTING AGREEMENT**

This Consulting Agreement is entered into as of June 5, 2025 (the “**Effective Date**”) between Daedaelus Inc. (the “**Company**”), and Dean Gladish (“**Consultant**”). Consultant shall perform the services described in Section 1 (Services) (the “**Services**”) for the Company (or its designee), and the Company shall pay Consultant the compensation described in Section 2 (Compensation) for Consultant’s performance of the Services, subject to the terms described below and in the attached Terms and Conditions (the “**Terms and Conditions**”) and in any schedules attached hereto in accordance with this Consulting Agreement (“**Project Schedules**”), all of which are incorporated herein by reference (this Consulting Agreement, including the Terms and Conditions and any Project Schedules, is referred to as the “**Agreement**”). Any capitalized terms used but not defined herein have the meanings set forth in the Terms and Conditions.

1. **Services.** Services include, but are not limited to, the following: helping the Company develop innovative next-generation protocols.

2. **Compensation.**

(a) The Company will not pay Consultant any cash compensation.

(b) The Company shall reimburse Consultant, in accordance with Company policy, for all expenses reasonably incurred by Consultant during the Term in performing the Services pursuant to the Agreement, if Consultant receives written consent from the Company contact person specified in Section 3 (Company Contact) prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy and subject to subsection (d) of this Section 2.

Subject to the approval of the Company’s Board of Directors, the Company shall grant Consultant a nonstatutory stock option to purchase 50,000 shares of the Company’s Common Stock (the “**Shares**”) at an exercise price per share equal to the fair market value per Share on the option’s date of grant, as determined by the Company’s Board of Directors, in its sole discretion. The vesting will be based on Project Deliverables as determined by CEO and Team Members. Projects will be assigned by The CEO and will indicate the number of shares to be earned and vested at the time of the completion of the Project Deliverables. Such option and the Shares underlying the option shall be subject to the terms and conditions of the Company’s 2023 Equity Incentive Plan and a stock option agreement thereunder that will be provided to Consultant by the Company, including vesting requirements.

(c) Consultant shall submit to the Company a written invoice for Services and expenses every two weeks. The statement shall be subject to approval of the Company contact person specified in Section 3 (Company Contact) or other designated agent of the Company. The Company shall remit payment for properly submitted and approved invoices within thirty (30) days following invoice submission.

(d) In addition, any reimbursement under subsection (a) of this Section 2 shall be subject to Consultant continuing to provide Services to the Company pursuant to the Agreement through the date that the expense to be reimbursed is incurred, and in no event shall any such reimbursement be made later than the later of (i) March 15<sup>th</sup> of the calendar year following the calendar year in which such expense was approved by the Company; or (ii) the 15th day of the third (3<sup>rd</sup>) month following the end of the Company’s tax year in which such expense was approved by the Company.

(e) In addition, to the extent necessary to comply with Section 409A with respect to any reimbursements under subsection (a) of this Section 2 that constitute “deferred compensation” within the meaning of Section 409A (as defined below), the following provisions will apply: (i) the amount eligible for reimbursement in one calendar year may not affect the amount eligible for reimbursement in any other calendar year; (ii) the right to the applicable reimbursement is not subject to liquidation or exchange for another benefit or payment; (iii) to the extent there is any reimbursement of an expense, subject to any shorter time periods provided in this Agreement or in the applicable

reimbursement arrangement, any such reimbursement of an expense must be made on or before the last day of Consultant's taxable year following the taxable year of Consultant in which the expense was incurred; and (iv) except as specifically provided herein or in the applicable reimbursement arrangement, reimbursements will be made for expenses incurred only during Consultant's lifetime. The prior sentence assumes that the calendar year is Consultant's taxable year; if not, reference to "calendar year" in the prior sentence will relate to Consultant's taxable year.

(f) All payments and benefits provided for under the Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and formal guidance thereunder (together, "**Section 409A**"), so that none of the payments and benefits to be provided under the Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms in the Agreement shall be interpreted to be exempt or so comply. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. In no event will the Company (or any of its subsidiaries or affiliates) have any liability, responsibility or obligation to reimburse, indemnify or hold harmless Consultant for any taxes imposed, or other costs incurred, as a result of Section 409A.

3. **Company Contact.** Consultant's main contact person at the Company is Roger Marlin, Chief Financial Officer (email: [rwmarlin@outlook.com](mailto:rwmarlin@outlook.com); phone: 1-408-693-8525), or any other person designated by written notice by the Company.

The undersigned have read and agree to the Agreement (including the Terms and Conditions and any Project Schedules) and have caused the Agreement (as subject to the Terms and Conditions and Project Schedules incorporated by reference) to be duly executed and delivered as of the Effective Date.

#### COMPANY

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Signature

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Roger Marlin

Print signatory name

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Chief Financial Officer

Print signatory title

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6155 Almaden Expy, STE 350, San Jose, CA 95120

Address

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[rwmarlin@outlook.com](mailto:rwmarlin@outlook.com)

Email

#### CONSULTANT

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Signature

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Print signatory name

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Print signatory title (if signing for an entity)

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Address

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Email

## CONSULTING AGREEMENT

### TERMS AND CONDITIONS

The Company and Consultant agree to these Terms and Conditions by signing the Agreement. Capitalized terms not defined in these Terms and Conditions have the meanings set forth elsewhere in the Agreement.

#### 1. **Term and Termination.**

1.1 **Term.** The term of the Agreement (the “**Term**”) commences on the Effective Date and continues until any termination date specified in the Agreement or termination as provided below.

1.2 **Termination.** The Company may terminate the Agreement for any or no reason by giving seven (7) days’ advance written notice to Consultant. The Company may also terminate the Agreement immediately (a) upon completion of the Services, (b) if Consultant refuses to or is unable to perform the Services, or (c) if Consultant is in breach of any material provision of the Agreement.

1.3 **Survival.** Upon termination, all rights and duties of the parties toward each other cease except that:

(a) within 30 days of the effective date of termination, the Company shall pay all amounts owing to Consultant for Services (or, if applicable, Consultant shall return to the Company any amount paid to Consultant as a retainer that is not owed against Services); and

(b) these Terms and Conditions shall survive termination of the Agreement.

1.4 **Return of Materials.** Upon termination of the Agreement or the Company’s earlier request, Consultant shall promptly deliver to the Company all Company property and all tangible manifestations and copies of Confidential Information and Inventions (defined below) in Consultant’s possession or control.

#### 2. **Confidentiality.**

2.1 **Definition.** “**Confidential Information**” means all information (including combinations of individual pieces of information) that relates to the actual or anticipated business, products, research or development of the Company or its affiliates, and all proprietary information, trade secrets and know-how of the Company, that is disclosed to Consultant by the Company, directly or indirectly, in writing, orally or by inspection or observation of tangible items. “Confidential Information” includes, but is not limited to: technology, research and technical data; unannounced products or services; customer lists; product or development plans; inventions, processes and formulas; designs and drawings; marketing, financial and other business information; and anything identified as Confidential Information in the Agreement. All Confidential Information is the sole property of the Company. “Confidential Information” does not include any information that Consultant can show: (a) was publicly known and made generally available in the public domain prior to the Company’s disclosure to Consultant; (b) became publicly known and generally available after the Company’s disclosure to Consultant through no wrongful action or inaction of Consultant or others; or (c) was in Consultant’s possession, without confidentiality restrictions, at the time of disclosure by the Company, as shown by Consultant’s files and records in existence at that time.

2.2 **Nondisclosure and Non-use.** Consultant shall not, during and after the Term, disclose any Confidential Information to any third party or use the Confidential Information for any purpose other than the performance of the Services on behalf of the Company. Consultant shall take all reasonable precautions to prevent unauthorized disclosure of the Confidential Information. Consultant shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information or that are provided to Consultant in accordance with the Agreement. Nothing in the Agreement is intended to grant any rights to Consultant under any patent, copyright or other intellectual property right of the Company, nor does the Agreement grant Consultant any rights in or to the Confidential Information, except as expressly set forth in the Agreement.

2.3 **Other Client Confidential Information.** Consultant shall not improperly use, disclose or induce the Company to use any proprietary information or trade secrets of any other person or entity, including former or concurrent clients. Consultant shall not bring onto the premises of the Company any proprietary information or unpublished documents of a third party unless consented to in writing by that third party.

2.4 **Third-Party Confidential Information.** The Company has received, and in the future may receive, from third parties confidential and proprietary information subject to an obligation to maintain the confidentiality of that information and to use it only for certain limited purposes. Consultant shall, during and after the Term, hold this confidential and proprietary information in the strictest confidence, not disclose it to any person or entity and not use it except as necessary to perform the Services as permitted by the Company's agreements with these third parties. Any such third party is an intended third-party beneficiary of this Section 2.4, entitled to enforce it directly against Consultant to the extent of its confidential and proprietary information.

### 3. **Ownership.**

3.1 **Assignment.** All right, title and interest in and to any notes, records, reports, works of authorship, designs, inventions, improvements, technology, developments, discoveries, data, information, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant during the Term, solely or in collaboration with others, arising out of or in connection with performing the Services under the Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**") are the sole property of the Company. Consultant shall promptly make full written disclosure to the Company of, and deliver to the Company, any Inventions and, to the extent that ownership of any Invention does not automatically vest in the Company by operation of law, assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to all Inventions, including the right to sue for past, present and future infringement. Consultant shall ensure that each of Consultant's employees, contractors, subcontractors, agents and other related parties performing Services under the Agreement shall have executed, prior to commencing Services, an agreement containing confidentiality and intellectual property disclosure and assignment obligations consistent with the terms of the Agreement, including terms that ensure Consultant's full compliance with Sections 2 and 3 of these Terms and Conditions, and naming the Company as an intended third-party beneficiary with the right of enforcement (each, a "**Confidential Information and Invention Assignment Agreement**").

3.2 **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

3.3 **Maintenance of Records.** Consultant shall keep and maintain adequate, current, accurate and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the Term. The records shall be in the form of notes, sketches, drawings, electronic files, reports or any other format that is customary in the industry and/or otherwise specified by the Company. Those records are and remain the sole property of the Company at all times and, upon termination of the Agreement or upon the Company's earlier request, Consultant shall promptly deliver (or cause to be delivered) all of those records to the Company without retaining any copies.

3.4 **Further Assurances.** Consultant shall assist the Company and its designees in every proper way to secure the Company's rights in the Inventions and related intellectual property rights in all countries. Consultant shall disclose to the Company all pertinent information and data with respect to the Inventions and related intellectual property rights. Consultant shall execute all applications, specifications, oaths, assignments and other instruments that the Company deems necessary or appropriate in order to apply for and obtain those rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to the Inventions and related intellectual property rights. Consultant's obligation to provide such assistance shall continue after the termination or expiration of the Agreement.

3.5 **Pre-Existing Materials.** Subject to Section 3.1 of these Terms and Conditions, Consultant shall provide the Company with prior written notice if, in the course of performing the Services, Consultant intends to incorporate into any Invention or utilize in the performance of the Services any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest, prior to, or separate from, performing the Services under the Agreement (“**Prior Inventions**”), and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit those Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant shall not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept or other proprietary information or intellectual property right owned by any third party, including without limitation any free software or open source software, into any Invention without the Company’s prior written permission.

3.6 **Attorney-in-Fact.** If the Company is unable, or unable without significant effort or expense, to pursue or apply for any application for any registrations or applications covering any Inventions and related intellectual property rights assigned to the Company due to Consultant’s unavailability or any other factor, then Consultant irrevocably designates and appoints the Company as Consultant’s agent and attorney-in-fact. Accordingly, the Company may act for and on Consultant’s behalf to execute and file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of the registrations and applications with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest and is irrevocable.

4. **Reports.** Consultant shall keep the Company advised as to Consultant’s progress in performing the Services. Consultant shall, as requested by the Company, prepare written reports with respect to such progress. The reasonable time expended in preparing such written reports shall be considered time devoted to the performance of the Services.

## 5. **Independent Contractor; Benefits.**

5.1 **Independent Contractor.** It is the express intention of the parties that Consultant perform the Services as an independent contractor. Nothing in the Agreement shall in any way be construed to constitute Consultant (or, if applicable, any employees, contractors, subcontractors, agents and other related parties of Consultant) as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant (and, if applicable, any employees, contractors, subcontractors, agents and other related parties of Consultant) is not authorized to bind the Company to any liability or obligation or to represent that any such authority exists. Consultant must furnish (or reimburse the Company for) all tools and materials necessary to perform the Services and bear all associated expenses, except as expressly provided for in the Agreement. Consultant is obligated to report as income all compensation received by Consultant under the Agreement, and to pay all self-employment and other taxes thereon. Consultant shall indemnify and hold the Company harmless to the extent of any obligation imposed on the Company (a) to pay withholding taxes or similar items or (b) resulting from a determination that Consultant is not an independent contractor.

5.2 **Benefits.** Consultant acknowledges that Consultant (and, if applicable, any employees, contractors, subcontractors, agents and other related parties of Consultant) will not receive benefits from the Company (either as consultants, employees, subcontractors, agents or otherwise), including without limitation paid vacation, sick leave, medical insurance and 401(k) participation. If Consultant (or, if applicable, any employee, contractor, subcontractor, agent or other related party of Consultant) is reclassified by a state or federal agency or court as an employee of the Company, Consultant (or any such employee, contractor, subcontractor, agent or other related party of Consultant, as applicable) will become a reclassified employee and will receive no benefits except those mandated by state or federal law, even if by the terms of the Company’s benefit plans in effect at the time of the reclassification, Consultant (or any such employee, contractor, subcontractor, agent or other related party of Consultant, as applicable) would otherwise be eligible for benefits thereunder.

6. **Warranties and Agreements.** As an inducement to the Company entering into and performing its obligations under the Agreement, Consultant represents, warrants and covenants as follows:

6.1 **Enforceability; Organizational Representations.** The Agreement constitutes a valid and binding obligation of Consultant that is enforceable in accordance with its terms. If Consultant is an entity: (a) Consultant is duly organized, validly existing and in good standing in the jurisdictions in which it operates; and (b) the execution and delivery of the Agreement by Consultant and the performance of the transactions contemplated in the Agreement have been duly and validly authorized by all necessary action on the part of Consultant.

6.2 **Compliance with Company Policies.** Consultant shall perform the Services in accordance with all policies and procedures provided by the Company, including any third-party policies and procedures that the Company is required to comply with.

6.3 **No Conflict.** The entering into and performance of the Agreement by Consultant does not and, during the Term, will not: (a) violate, conflict with or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which Consultant is a party or by which it or any of Consultant's property is or may become subject or bound; or (b) violate any applicable law or government regulation. Consultant shall not enter into any contract or arrangement that will conflict with the full enjoyment by the Company of its rights under the Agreement.

6.4 **Right to Make Full Grant.** Consultant has and will have all requisite ownership, rights and licenses to perform its obligations under the Agreement fully and to grant to the Company all rights with respect to the Inventions and related intellectual property rights, free and clear of any agreement, lien, adverse claim, encumbrance or interest of any person or entity (including Consultant's employees, contractors, subcontractors, agents, artists and other related parties and their respective employees, contractors, subcontractors, agents, artists and related parties, in each case, who have provided, are providing or will provide services with respect to the development of the Inventions).

6.5 **Noninfringement.** Nothing contained in the Inventions or required in order for Consultant to create and deliver the Inventions or perform the Services does or will infringe, violate or misappropriate any intellectual property rights of any third party. Further, no characteristic of any Invention does or will cause manufacturing, using, maintaining or selling the Invention to infringe, violate or misappropriate the intellectual property rights of any third party.

6.6 **No Pending or Current Litigation.** Consultant is not involved in litigation, arbitration or any other type of claim and knows of no pending litigation, arbitration, other claim or fact that may be the basis of a claim relating to the Services, including with respect to any of the materials Consultant has used or will use to develop or has incorporated or will incorporate into the Inventions to be delivered under the Agreement.

6.7 **No Harmful Content.** The Inventions as delivered by Consultant to the Company will not contain matter that is injurious to end-users or their property, or that is scandalous, libelous, obscene, an invasion of privacy or otherwise unlawful or tortious.

6.8 **Inspection and Testing of Inventions.** Prior to delivery to the Company, Consultant shall inspect and test each Invention and the media upon which it is to be delivered, if applicable, to ensure that the Invention and media contain no computer viruses, booby traps, time bombs or other programming that may interfere with the normal functioning of the Invention or the Company's or an end-user's equipment, programs or data.

6.9 **Services.** The Services shall be performed in a timely, competent, professional and workmanlike manner by qualified personnel.

## 7. **Indemnification.**

7.1 **Indemnification.** Consultant shall indemnify, defend and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's employees, contractors, subcontractors, agents or other related parties; (b) any breach by Consultant or Consultant's employees, contractors, subcontractors, agents or other related parties of any of the covenants, warranties or representations contained in the Agreement or any corresponding

Confidential Information and Invention Assignment Agreement; (c) any failure to perform the Services in accordance with all applicable laws, rules and regulations; or (d) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the Inventions.

7.2 **Intellectual Property Infringement.** In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit the Company's use of the Inventions, Consultant shall, in addition to its obligations under Section 7.1 of these Terms and Conditions, take one of the following actions, as elected by the Company, at Consultant's sole expense:

(a) procure for the Company the right to continue use of the Invention or infringing part thereof; or

(b) modify or amend the Invention or infringing part thereof, or replace the Invention or infringing part thereof with another Invention having substantially the same or better capabilities.

8. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNTS PAID BY THE COMPANY TO CONSULTANT UNDER THE AGREEMENT FOR THE SERVICES OR INVENTION GIVING RISE TO THAT LIABILITY.

9. **Arbitration and Equitable Relief.**

9.1 **Arbitration.** IN CONSIDERATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, THE COMPANY'S PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, AND CONSULTANT'S RECEIPT OF THE COMPENSATION AND OTHER BENEFITS PAID TO CONSULTANT BY THE COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES THAT CONSULTANT MAY HAVE WITH THE COMPANY (INCLUDING ANY COMPANY EMPLOYEE, OFFICER, DIRECTOR, TRUSTEE OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THE AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (9 U.S.C. SEC. 1 ET SEQ.) (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL PROVISIONS SHALL EXCLUSIVELY GOVERN AND APPLY WITH FULL FORCE AND EFFECT TO THIS ARBITRATION AGREEMENT, INCLUDING ITS ENFORCEMENT, AND ANY STATE COURT OF COMPETENT JURISDICTION SHALL STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. CONSULTANT FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT MAY BRING ANY ARBITRATION PROCEEDING ONLY IN CONSULTANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE ACTION, LAWSUIT OR PROCEEDING. CONSULTANT AGREES THAT ANY CLAIMS CONSULTANT MAY BRING PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") ON BEHALF OF THE LABOR AND WORKFORCE DEVELOPMENT AGENCY MUST BE ARBITRATED ONLY IN CONSULTANT'S INDIVIDUAL CAPACITY WITHOUT ANY JOINDER OR REPRESENTATION OF ANY CALIFORNIA LABOR CODE VIOLATIONS THAT WERE OR COULD BE ASSERTED BY OR ON BEHALF OF ANY OTHER PERSONS. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AGREES TO ARBITRATE ANY AND ALL COMMON LAW AND/OR STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER THE CALIFORNIA LABOR CODE, CLAIMS RELATING TO EMPLOYMENT OR INDEPENDENT CONTRACTOR STATUS, CLASSIFICATION, AND**

RELATIONSHIP WITH THE COMPANY, HARASSMENT, DISCRIMINATION, RETALIATION, WRONGFUL TERMINATION, AND BREACH OF CONTRACT. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT ALSO AGREES TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT TO ARBITRATE, BUT NOT DISPUTES ABOUT THE ENFORCEABILITY, REVOCABILITY, OR VALIDITY OF THIS AGREEMENT TO ARBITRATE OR ITS REQUIREMENT THAT CONSULTANT BRINGS ANY ARBITRATION PROCEEDING ONLY IN CONSULTANT'S INDIVIDUAL CAPACITY. WITH RESPECT TO ALL SUCH CLAIMS AND DISPUTES THAT CONSULTANT AGREES TO ARBITRATE, CONSULTANT HEREBY EXPRESSLY AGREES TO WAIVE, AND DOES WAIVE, ANY RIGHT TO A TRIAL BY JURY. CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT. CONSULTANT UNDERSTANDS THAT NOTHING IN THIS AGREEMENT REQUIRES CONSULTANT TO ARBITRATE CLAIMS THAT CANNOT BE ARBITRATED UNDER THE SARBANES-OXLEY ACT OR OTHER LAW THAT EXPRESSLY PROHIBITS ARBITRATION OF A CLAIM NOTWITHSTANDING THE APPLICATION OF THE FAA. CONSULTANT FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT, TO THE EXTENT CALIFORNIA LABOR CODE § 432.6 REMAINS IN EFFECT AND IS NOT PREEMPTED BY THE FAA, AND ONLY TO THE EXTENT THIS AGREEMENT IS A CONTRACT OF THE TYPE GOVERNED BY CALIFORNIA LABOR CODE § 432.6, THEN THIS AGREEMENT TO ARBITRATE DOES NOT REQUIRE CONSULTANT TO ARBITRATE OR OTHERWISE WAIVE CONSULTANT'S RIGHT TO PUBLICLY PURSUE ANY ALLEGATION OR CLAIM UNDER THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT OR CALIFORNIA LABOR CODE.

9.2 **Administration of Arbitration.** CONSULTANT AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "JAMS EMPLOYMENT RULES"), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/> AND FROM THE COMPANY. CONSULTANT AGREES THAT THE USE OF THE JAMS EMPLOYMENT RULES DOES NOT CHANGE CONSULTANT'S CLASSIFICATION TO THAT OF AN EMPLOYEE. TO THE CONTRARY, CONSULTANT REAFFIRMS THAT CONSULTANT IS AN INDEPENDENT CONTRACTOR. IF THE JAMS EMPLOYMENT RULES CANNOT BE ENFORCED AS TO THE ARBITRATION, THEN THE PARTIES AGREE THAT THEY WILL ARBITRATE THE DISPUTE UTILIZING THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OR SUCH RULES AS THE ARBITRATOR MAY DEEM MOST APPROPRIATE FOR THE DISPUTE (THE RULES UNDER WHICH THE ARBITRATION IS ADMINISTERED, WHETHER THE JAMS EMPLOYMENT RULES OR OTHERWISE, ARE REFERRED TO HEREIN AS THE "JAMS RULES"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SECTION 9.2 AND THE JAMS RULES, THIS SECTION 9.2 SHALL TAKE PRECEDENCE. CONSULTANT AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH FOR SUCH MOTIONS UNDER APPLICABLE LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. CONSULTANT AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. CONSULTANT UNDERSTANDS THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT CONSULTANT SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT CONSULTANT INITIATES, BUT ONLY SO MUCH OF THE FILING FEES AS CONSULTANT WOULD HAVE INSTEAD PAID HAD CONSULTANT FILED A COMPLAINT IN A COURT OF LAW THAT WOULD HAVE HAD JURISDICTION OVER SUCH COMPLAINT. SUBJECT TO THE FAA'S EXCLUSIVE APPLICABILITY TO THE ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE, CONSULTANT AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION HEARING OR PROCEEDING APPLYING CALIFORNIA SUBSTANTIVE AND DECISIONAL LAW AND THE CALIFORNIA CODE OF CIVIL PROCEDURE, INCLUDING THE CALIFORNIA CIVIL DISCOVERY ACT. CONSULTANT AGREES THAT ANY



ARBITRATION UNDER THE AGREEMENT SHALL BE CONDUCTED IN SANTA CLARA COUNTY, CALIFORNIA.

9.3 **Remedy; Injunctive Relief.** FOR PURPOSES OF SEEKING PROVISIONAL REMEDIES ONLY, CONSULTANT AGREES THAT THE COMPANY AND CONSULTANT SHALL BE ENTITLED TO PURSUE ANY PROVISIONAL REMEDY PERMITTED BY THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE CIV. PROC. § 1281.8), OR OTHERWISE PROVIDED BY THIS AGREEMENT. EXCEPT FOR SUCH PROVISIONAL RELIEF, CONSULTANT AGREES THAT ANY RELIEF OTHERWISE AVAILABLE TO THE COMPANY OR CONSULTANT UNDER APPLICABLE LAW SHALL BE PURSUED SOLELY AND EXCLUSIVELY IN ARBITRATION PURSUANT TO THE TERMS OF THIS AGREEMENT.

9.4 **Administrative Relief.** CONSULTANT UNDERSTANDS THAT THE AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY SUCH AS THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, THE SECURITIES AND EXCHANGE COMMISSION, OR THE WORKERS' COMPENSATION BOARD. THE AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM BRINGING ANY ALLEGED WAGE CLAIMS WITH THE DEPARTMENT OF LABOR STANDARDS ENFORCEMENT. LIKewise, THE AGREEMENT DOES PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY ADMINISTRATIVE CLAIMS, EXCEPT AS PERMITTED BY LAW.

9.5 **Voluntary Nature of Agreement; Enforcement.** CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS EXECUTING THE AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS CAREFULLY READ THE AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THE AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***CONSULTANT IS WAIVING CONSULTANT'S RIGHT TO A JURY TRIAL***. CONSULTANT AGREES THAT CONSULTANT HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT'S CHOICE BEFORE SIGNING THE AGREEMENT. THIS ARBITRATION AGREEMENT IS TO BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ACCORDINGLY, CONSULTANT AGREES THAT IF A COURT OR OTHER BODY OF COMPETENT JURISDICTION FINDS THAT ANY PROVISION OR PORTION OF THIS ARBITRATION AGREEMENT IS INVALID OR UNENFORCEABLE, SUCH PROVISION OR PORTION, AS APPLICABLE, SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW OR, IF NECESSARY, SEVERED, AND THE REMAINDER OF THE ARBITRATION AGREEMENT WILL CONTINUE WITH FULL FORCE AND EFFECT.

## 10. **Miscellaneous.**

10.1 **Applicability to Past Activities.** If and to the extent Consultant provided any services or made efforts on behalf of or for the benefit of the Company, or provided any services or made efforts related to the current or prospective business of the Company in anticipation of Consultant's involvement with the Company, in each case that would have been "Services" if performed during the Term (the "**Prior Consulting Period**"), and if and to the extent that during the Prior Consulting Period: (a) Consultant received access to any information from or on behalf of the Company that would have been "Confidential Information" if Consultant received access to such information during the Term; or (b) Consultant (i) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of Consultant's involvement with the Company, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the Term; or (ii) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention if incorporated into such item during the Term; then any such information shall be deemed "Confidential Information" and any such item shall be deemed an "Invention" or "Prior Invention", and the Agreement shall apply to those activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the Term. Consultant further acknowledges that the consideration provided under the Agreement, together with any consideration provided during the Prior Consulting

Period, represents full consideration for any services provided and efforts made during any such Prior Consulting Period and for the Services under the Agreement.

**10.2 Assignment and Subcontractors.** Neither the Agreement nor any rights under the Agreement may be assigned or otherwise transferred by Consultant, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Company. In light of the unique and specialized nature of Consultant's services, Consultant shall perform the Services personally or using only its bona fide employees or agents. Consultant shall not otherwise assign, delegate, or subcontract the performance of any Services except with the prior written permission of the Company. Subject to the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing shall be null and void.

**10.3 Notices.** Any notice required or permitted under the terms of the Agreement or required by law (each, a "Notice") must be provided in writing to the other party through one of the following methods: (a) in person; (b) by registered or certified mail, return receipt requested; (c) by nationally recognized overnight courier service, specifying next-business-day delivery, with written verification of receipt; or (d) via email (and, if receipt is not confirmed within two business days, supplemented by one of the methods specified in (a), (b), or (c) of this section), in each relevant case properly posted and fully prepaid to the appropriate address as set forth in the Agreement. Notices will be considered to have been given (i) at the time of actual delivery in person; (ii) three business days after deposit in the mail as set forth above; (iii) one business day after deposit with an overnight courier service; or (iv) for email, the earlier of the date receipt is acknowledged by recipient and the date the supplemental Notice would otherwise be deemed given in accordance with this section. Either party may change its address for Notice by providing Notice of the change in accordance with this section. If an individual named as the recipient for Notices to a party ceases to work in the role specified or ceases to work for that party, and if that party fails to provide Notice of an alternative individual, then delivery of an otherwise compliant Notice that is marked to the attention of an individual in the same or equivalent role at that party shall be deemed compliant with this section.

**10.4 Waiver.** Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time shall not be construed as a waiver of the party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under the Agreement shall not preclude the enforcement by the party of any other right or remedy under the Agreement or that the party is entitled to enforce by law.

**10.5 Severability.** If any term, condition or provision in the Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on an amendment, the invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law and shall be construed to most nearly effect the intent of the parties in entering the Agreement.

**10.6 Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement.

**10.7 Governing Law.** The internal laws of California govern the Agreement, except for any choice of law rules that would result in the application of the laws of another jurisdiction.

**10.8 Attorneys' Fees.** In any court action at law or equity that is brought by one of the parties to the Agreement to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

**10.9 Headings.** Headings are used in the Agreement for reference only and shall not be considered when interpreting the Agreement.

10.10 **Integration.** The Agreement (including any exhibits and schedules and these Terms and Conditions) contains the entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to that subject matter. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in the Agreement. To the extent any terms set forth in any exhibit or schedule or any other part of the Agreement conflict with these Terms and Conditions, these Terms and Conditions shall control unless otherwise expressly agreed by the parties in such exhibit or schedule or such other part of the Agreement specifying the section or sections of these Terms and Conditions containing the terms to be modified or superseded. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by the Agreement shall have any effect on the rights, duties or obligations of the parties under, or otherwise modify, the Agreement, regardless of any failure of a receiving party to object to these terms, provisions or conditions. The Agreement may not be amended, except by a writing signed by both parties.

10.11 **Protected Activity Not Prohibited.** Consultant understands that nothing in the Agreement shall in any way limit or prohibit Consultant from engaging in any Protected Activity. For purposes of the Agreement, “**Protected Activity**” means filing a charge, complaint or report with, or otherwise communicating, cooperating or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission (“**Government Agencies**”). Consultant understands that, in connection with such Protected Activity, Consultant is permitted to disclose documents or other information as permitted by law, and without giving notice to or receiving authorization from the Company. Notwithstanding the foregoing, Consultant shall take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies in question. Consultant further understands that “Protected Activity” does not include the disclosure of any Company attorney-client privileged communications. Pursuant to the Defend Trade Secrets Act of 2016, Consultant is notified that an individual will 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 in confidence to a federal, state or local government official (directly or indirectly) or to an attorney *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 (and only if) such filing is made under seal. In addition, 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 individual’s attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

## COMPANY

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Signature

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Roger Marlin

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Print signatory name

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Chief Financial Officer

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Print signatory title

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6155 Almaden Expy, STE 350, San Jose, CA 95120

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Address

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rwmartin@outlook.com

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Email

## CONSULTANT

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Signature

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Print signatory name

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Print signatory title (if signing for an entity)

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Address

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Email