



CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is made effective as of the later of the two signature dates below (“Effective Date”), by and between The Children’s Hospital of Philadelphia (“CHOP”), with offices at 3401 Civic Center Boulevard, Philadelphia, PA 19104, and e-Mprende (“Consultant” and together with CHOP, collectively, the “Parties,” and each, a “Party”) with offices at 1248 Luis Vigoreaux, PH3, Guaynabo, PR, 00966.

WHEREAS, CHOP has the need for the services of a consultant in connection with website development; and

WHEREAS, Consultant has expertise in website development; and

WHEREAS, CHOP desires to utilize Consultant’s services and Consultant is willing to provide services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Services.** Consultant shall perform the Services for CHOP set forth in the Statement of Work (“SOW”) attached as Exhibit A hereto (the “Services”). In the event of any inconsistencies between the terms of the SOW and this Agreement, this Agreement shall prevail. If any reasonable and customary services, functions or responsibilities not specifically described in herein, any SOW, any purchase order issued hereunder or any amendments or addenda hereto or thereto are inherent sub tasks and related or provided incident to the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein or any SOW or purchase order issued hereunder. In the event of disagreement between the Parties regarding design, development or implementation, the Parties shall work together in good faith to resolve such disagreement, however CHOP’s decision on the matter shall be final.

2. **Payment.** Consultant shall be paid for Services performed under this Agreement as set forth on Exhibit A. In no event will Consultant perform or bill for Services in excess of 183 days or \$150,000 without the prior written authorization of CHOP. In addition, Consultant may request reimbursement for out-of-pocket expenses, including coach air travel, hotel accommodations, long-distance telephone, shipping, etc. arising from and related to the provision of Consultant’s Services under this Agreement in accordance with CHOP’s Travel Policies and Procedures, attached hereto as Exhibit B.

3. **Relationship of Parties.** Consultant is an independent contractor of CHOP. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a guarantee of future employment or engagement, or a limitation upon CHOP’s sole right to terminate this Agreement at any time without cause. Consultant will not have any claim against CHOP for workers’ compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits or Social Security or any other employee benefits. CHOP will not withhold from the compensation paid to Consultant any sums for income tax, unemployment insurance, Social Security or otherwise pursuant to any law or requirement



of any government agency, and payment of all such sums to the appropriate government agency is the sole responsibility of Consultant. Consultant shall not transact business, enter into agreements, or otherwise legally bind, or make representations, warranties or commitments on behalf of CHOP unless expressly authorized in writing by an authorized employee of CHOP.

4. Confidential Information. Confidential Information shall include any and all information, including, without limitation, any data, materials or samples, disclosed or otherwise provided by CHOP (or its designee) to Consultant, regardless of the format in which such information is shared (oral, written, electronic, hard copy or otherwise) and regardless of whether or not such information is designated as confidential and/or information that a reasonable person would consider confidential based on the nature of such information and the circumstances of disclosure, and includes but is not limited to any CHOP information Consultant receives from any third party and/or learned by Consultant during any visit to CHOP facilities. The terms of this Agreement are hereby also deemed Confidential Information.

Consultant shall not:

- (a) disclose Confidential Information to any third party absent CHOP's prior written consent, or to any employee, agent, representative, subcontractor or affiliate of, or any entity that employs or is otherwise affiliated with, Consultant who does not have a need to know such information in order to perform Services hereunder;
- (b) use Confidential Information or allow it to be used in any way other than for purposes of Consultant's performance under this Agreement; or
- (c) use Confidential Information for its own benefit or the benefit of others (other than CHOP).

Consultant shall protect Confidential Information by using the same degree of care, but no less than the utmost degree of care, as Consultant uses to protect its own Confidential Information. Consultant agrees to return all Confidential Information or destroy such Confidential Information (as elected by CHOP in writing) and certify the completion of such destruction in writing to CHOP at the request of CHOP and in any case immediately upon the termination of this Agreement or any other agreement into which the Parties may enter.

Consultant agrees to notify CHOP in writing within twenty-four (24) hours of suspecting or discovering any unauthorized disclosure of Confidential Information, and shall cooperate with CHOP in the investigation of such suspected or actual disclosure. In addition, with respect to any use and/or disclosure of Confidential Information not explicitly permitted under this Agreement, Consultant shall report to CHOP's Office of General Counsel located at 2716 South Street, Philadelphia, PA, 19146, (with a copy to legal@chop.edu) immediately, but no later than one (1) day of Consultant's discovery of such incident. The report shall specify at a minimum: a) the nature of the incident; b) the specific Confidential Information that was involved; c) the Party responsible for making the unauthorized access, use or disclosure; d) what, if any actions Consultant has taken or will take to limit the extent of the incident, mitigate the damage resulting therefrom and prevent additional incidents; e) when such corrective measures



will be taken; and f) any other information CHOP reasonably requests.

In the event that Consultant, any of its affiliates or their respective officers, directors, employees or agents become legally compelled to disclose any Confidential Information of CHOP pursuant to a subpoena, court order or similar process, Consultant shall, unless legally prohibited, provide CHOP with prompt written notice thereof so that CHOP may seek a protective order or other appropriate remedies or waive compliance with the terms of this Agreement. In the event that such protective order or other remedies are not obtained, or that CHOP waives compliance with the provisions hereof, Consultant agrees to furnish only that portion of the Confidential Information which is legally required to be furnished and to use best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Confidential Information disclosed pursuant to this Section shall otherwise remain subject to the terms and conditions of this Agreement.

5. CHOP Property. All materials, data, samples, tools, equipment and other property either furnished by CHOP to Consultant or paid for by CHOP (“CHOP Property”) are, and shall remain, the property of CHOP, but Consultant shall assume all risks of and be entirely responsible for any losses or damages arising from its use of CHOP Property. Consultant shall not use any CHOP Property or allow it to be used in any way other than in direct performance of Consultant’s obligations under this Agreement. Upon completion or termination of this Agreement, Consultant shall promptly, in accordance with CHOP’s instructions, return all CHOP Property in the condition in which Consultant received it, or destroy such CHOP Property and certify the completion of such destruction in writing to CHOP.

6. OFFSHORE DATA: Consultant shall ensure that CHOP data and Confidential Information provided to Consultant hereunder are not stored outside of the United States of America (“U.S.”) or accessed directly or indirectly from outside the U.S. under any circumstances, including but not limited to storage with third party cloud computing service providers, absent the prior written consent of CHOP’s Chief Information Security Officer. Consultant represents and warrants that, to the extent any Service provided hereunder uses or concerns cloud hosting services, no CHOP data or information, including, without limitation, CHOP Confidential Information, in whole or in part, shall be (a) hosted on, uploaded to, stored or used in, or transmitted or accessible by or through cloud hosting servers located in or operating from the People’s Republic of China, including Hong Kong and Macau, Cuba, Iran, North Korea, Russia, Belarus, Syria, Venezuela, the Crimea, Donetsk, or Luhansk regions of Ukraine, or any other country or territory subject to comprehensive, government-wide, or broad sectoral sanctions (each, a “Restricted Country”), or (b) accessed by or accessible to (i) individuals or entities resident, located, or organized in any Restricted Country, or (ii) individuals or entities designated on any sanctions list administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), including OFAC’s List of Specially Designated Nationals and Blocked Persons, or any entities owned 50% or greater or otherwise controlled by such designated individuals and entities.

7. Ownership. All Services performed by Consultant hereunder and resulting Work Product (defined below) shall be “Services for hire” and/or “works made for hire,” as applicable. Consultant hereby grants, transfers, assigns and conveys to CHOP, its successors and assigns all right, title, interest, ownership and all subsidiary rights worldwide in and to any deliverable or document authored, or produced, by or on



behalf of Consultant in connection with or arising out of this Agreement or the Services, and to any ideas, strategies, plans, concepts, processes, discoveries, developments, formulae, information, prototypes, inventions, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work or work product created, conceived, reduced to practice or developed by Consultant (whether alone or jointly with others) for CHOP in connection with or arising out of this Agreement or the Services, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein, including, without limitation, use and derivative use thereof, patent and copyright right, and any and all trade secrets, whether or not embodied in any material or documentation (but not including Consultant know-how and methodologies, and improvements thereto to the extent developed independently from the Services contemplated by this Agreement and without integrating, incorporating, referencing or otherwise using CHOP Confidential Information and/or CHOP Property) owned or licensed by Consultant (collectively, "Work Product"). Consultant retains no rights to use Work Product, agrees not to challenge the validity of CHOP's ownership of Work Product, and agrees that CHOP is permitted to secure copyright registration(s) in Consultant's name as claimant and the right to secure renewals, reissues. Consultant agrees to execute, at CHOP's request, all lawful documents and other instruments necessary or desirable to confirm such assignment in and to CHOP. Consultant also agrees that all works of authorship comprising Work Product pursuant to this Agreement shall constitute "works made for hire," as defined in the Copyright Act, 17 U.S.C. § 101, et seq., with all rights of authorship and ownership fully vested in CHOP. If for any reason at any time in the future Work Product or any part, portion or component thereof is deemed not to be a work made for hire, this Agreement shall serve as a full and irrevocable assignment to CHOP of all right, title, and interest in and to Work Product, for the full duration of copyright and for all renewals and extensions of copyright that may be obtained under the laws now or hereafter in force and effect in the United States of America, and any other country or countries. The rights conveyed in this Agreement are without limitation as to media or technology now known or hereafter invented, time, or territory worldwide. CHOP and its successors or assigns may freely adapt, modify, use or not use or translate the Work Product, and may assign or transfer rights under this Agreement without notice to Consultant. Consultant expressly waives any so-called "moral right" or right of attribution, and agrees to execute any further documents as may be required to effectuate this Agreement, and Consultant hereby irrevocably appoints CHOP as attorney in fact (coupled with an interest) to execute any such documents in the event Consultant's signature cannot be obtained within five (5) business days after request therefor.

Any Work Product resulting or derived from the Services and developed, created, conceived, or made following the expiration or termination of this Agreement shall conclusively be presumed to be the property of CHOP and shall be the sole and exclusive property of CHOP. Consultant acknowledges and agrees that Consultant retains no rights whatsoever in the Work Product including, without limitation, any right to make derivative works and any other rights incident to copyright ownership. CHOP shall have the sole right to register and hold copyrights, trademark registrations, patents, or whatever protection CHOP may deem appropriate for the Work Product. All discoveries, deliverables and Work Product shall be promptly disclosed and delivered to CHOP and shall be deemed the Confidential Information of CHOP under this Agreement. Upon the expiration or termination of this Agreement, for any reason, Consultant shall promptly turn over, provide or return to CHOP all Work Product (and all copies thereof, in whatever form) or, upon written direction from CHOP, destroy all of the foregoing. All terms of this Section 6 are applicable to each portion or part of the Services, as well as to the Services in its



entirety.

8. **Warranties.** Consultant warrants that: Consultant's agreement to perform the Services pursuant to this Agreement does not violate any obligation between Consultant and a third party; Any materials, Work Product or Services delivered to CHOP pursuant to this Agreement will not infringe any copyright, patent, trade secret, intellectual property, or other proprietary right held by any third party; the Services provided by Consultant will be performed in a professional and efficient manner, and shall be of a high grade, nature and quality; The Services will be performed in a timely manner and meet deadlines agreed upon between Consultant and CHOP; and Consultant will perform all Services pursuant to this Agreement in accordance with all applicable laws.

9. **Indemnity.** Consultant agrees to indemnify and hold CHOP, its affiliates and their respective officers, trustees, directors, agents, employees, medical and research staff (collectively, "CHOP Indemnitees") harmless from and against any and all actions, claims, demands (including pre-litigation demands), costs, liabilities, losses, expenses and damages of every nature and kind (including, without limitation, reasonable attorney's fees and court costs) arising out of, relating to, or in connection with: (a) the performance (or failure to perform) hereunder of Consultant, its employees, agents and subcontractors, even in the event CHOP is alleged or found to be partially negligent; (b) Consultant's failure to comply with the insurance provisions of this Agreement; (c) death, bodily injury or property damage to or caused by Consultant, its employees, agent and subcontractors while onsite at CHOP's premises; (d) any breach of this Agreement; (e) any data breach involving CHOP Confidential Information or protected health information; (f) any act or omissions of negligence, willful misconduct or fraud of, or violations of applicable law by, Consultant, its agents, employees, and subcontractors incident to Services; (g) allegations that the Services, or any Work Product or component thereof furnished by Consultant infringe or otherwise violate the intellectual property rights of any third party; and (h) Consultant's failure to pay in full any applicable amount (including interest and penalties) attributable to any amount for taxes or other withholdings required to be paid by Consultant with respect to any payment made under this Agreement.

10. **Term and Termination.** This Agreement will commence as of the Effective Date above and shall continue for a period of six months, unless earlier terminated by CHOP in accordance with this Section 9 (the "Term"). CHOP may terminate this Agreement at any time effective immediately upon written notice to Consultant. The Term may be extended only by a written amendment signed by both Parties. Any extension to this Agreement shall be considered part of the Term. Upon termination of this Agreement, all SOWs and amendments to this Agreement shall likewise terminate, with the exception of any agreements relating to confidentiality of CHOP information.



Either Party may, without prejudice to any other rights or remedies provided at law, in equity or under this Agreement, by written notice to the other Party, terminate this Agreement in whole or in part under any of the following circumstances:

- (a) If the non-terminating Party ceases to do business in the normal course, files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, is in receivership or is the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days; or
- (b) If the non-terminating Party fails to perform any of the terms of this Agreement and fails to cure such failure within thirty (30) days after receiving written notice from the terminating Party.

11. **Insurance.** Consultant shall, during the Term and for a period of three (3) years thereafter, maintain and keep in force at Consultant's expense the following minimum insurance coverages:

Workers Compensation:	Statutory
Commercial General Liability:	\$150,000

CHOP may require Consultant to secure such other forms of insurance in such policy amounts as CHOP may reasonably require from time to time.

All policies shall be underwritten by a carrier rated at least "A-" by AM Best. "The Children's Hospital of Philadelphia, including its officers, employees and agents" shall be named as additional insureds on all policies specified above other than professional liability, worker's compensation, excess/umbrella (if such policy covers professional liability) and employer's liability. Certificate(s) evidencing the above insurance coverages—with a statement that CHOP is an additional insured as indicated above and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force shall be sent to CHOP's Risk Management and Insurance Department at the following address: The Children's Hospital of Philadelphia, Roberts Center for Pediatric Research, 2716 South Street, 20th Floor, Philadelphia, PA 19146, before Consultant's performance begins. Renewal certificates shall be provided annually until three (3) years after termination of this Agreement and upon request. Consultant agrees that Consultant, Consultant's insurers and anyone claiming by, through, under, on or in Consultant's behalf shall have no claim, right of action, or right of subrogation against CHOP and CHOP's Indemnitees.

Consultant shall be solely responsible for payment of premiums, deductibles and retentions for all of the required insurance. Should any of the required insurance policies be cancelled or materially changed, Consultant shall provide prior written notice to CHOP's Risk Management and Insurance Department.



12. Books and Records Access. To the extent this Agreement is subject to Section 1861(v)(1)(I) of the Social Security Act, Consultant agrees to make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents, and records of Consultant that are necessary to certify the nature and extent of costs incurred by CHOP under this Agreement, until the expiration of four (4) years after the acceptance of the Goods or the termination of this Agreement by CHOP, whichever is later. Consultant agrees that if Consultant carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such contract or subcontract shall require and grant CHOP access to the books, documents, and records of the applicable contractor or subcontractor.

13. Conflicts and Ethical Standards of Conduct. Consultant represents and warrants that there exist no conflicts of interest between Consultant and CHOP or its employees. Consultant further represents and warrants that it has not entered into and will not do so during the Term, any agreement that would create a conflict with Consultant's obligations hereunder. Consultant hereby represents and warrants that it has neither received nor given gifts or gratuities to any member of the CHOP community, nor participated in any other unethical conduct in connection with this Agreement or the Services. To the extent that Consultant can no longer make the representations and warranties contained in this Section, Consultant shall notify CHOP immediately in writing. If, at any time, CHOP determines that Consultant is in violation of any representation under this Section, CHOP may terminate this Agreement upon written notice to Consultant, and CHOP shall have no further obligation to Consultant.

14. Equal Opportunity Employer. CHOP is an Equal Opportunity Employer. If applicable, CHOP and Consultant shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, gender identity, sex, sexual orientation or national origin, and require that covered prime contractors, subcontractors and Consultant to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, gender identity, sex, sexual orientation, national origin, veteran status or disability. Consultant warrants that it will not discriminate in the performance of this Agreement or employment against any person because of age, race, color, religion, national or ethnic origin, sex, sexual orientation, gender identity, marital status, veteran status, or disability. Consultant also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, relating to nondiscrimination, equal employment opportunity, and affirmative action.

15. HIPAA Compliance. To the extent applicable, the Parties shall abide by all state and federal regulations concerning the confidentiality of patient medical records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8 ("HIPAA"); and the requirements of any regulation promulgated thereunder including, without limitation, the federal privacy and security regulations and standards as contained in 45 C.F.R. Section 142. The Parties agree to execute additional mutually agreed upon documents as required under HIPAA rules and regulations, including a Business Associate Agreement to the extent deemed appropriate by CHOP, in its



sole discretion, to assure the safeguarding of protected health information. In the event such documentation is not agreed upon and executed, either Party may terminate this Agreement without penalty by providing written notice to the other Party.

16. **Applicable Law / Venue.** All disputes between the Parties shall be governed by the laws of the Commonwealth of Pennsylvania (and/or, where appropriate, federal law in the cases involving patents and other intellectual property) notwithstanding any of that state's laws to the contrary, and without regard to principles of conflict of laws. The Parties further expressly agree that the exclusive venue and jurisdiction for the resolution of any such disputes shall be the state and federal courts located in Philadelphia, Pennsylvania. The Parties hereby submit themselves to venue in Philadelphia County and to the exclusive jurisdiction of such courts for such purposes. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER AND ANY CLAIM OF INCONVENIENT FORUM.

17. **Amendment; Waiver.** This Agreement may be amended only in writing executed by the Parties. Any waiver of any right or remedy hereunder must be in writing and executed by the Party against which it is asserted. The failure of one Party at any time or times to enforce its rights under this Agreement strictly in accordance with the terms of this Agreement will not be construed as having created a custom in any way contrary to the specific provisions of this Agreement or having in any way or manner modified or waived the same.

Notice. Any notice required under this Agreement shall be in writing and will be deemed given if either delivered personally, delivered by a nationally recognized overnight service such as FedEx, or mailed registered or certified mail, postage prepaid, return receipt requested, addressed in the case of Consultant to: 1248 Luis Vigoreaux, PH3, Guaynabo, PR, 00966.

18. and in the case of CHOP to: The Children's Hospital of Philadelphia, Attn: Services and Logistics Business Manager, Services and Logistics Center, Room 2611, 6400 Market Street, Millbourne, PA 19082, with a copy to: supplychain@chop.edu.

19. **Fair Market Value; No Inducement.** Each Party represents that the fees paid under this Agreement represent the fair market value of the Services to be performed, have been negotiated in an arm's-length transaction, and have not been determined in any manner with regard to any implicit or explicit agreement to provide favorable procurement decisions with regard to the Consultant's Services, or to the value or volume of any business or referrals generated between the Parties.

20. **Owner/Investor Physicians.** If Consultant is not a publicly traded entity, Consultant represents and warrants that it does not have as owners or investors any physicians (as such term is defined by 42 C.F.R. Section 411.351) who are in a position to refer patients or business to CHOP or otherwise benefit from procurements by CHOP under this Agreement; or such physician's compensation and all payments from Consultant to such physicians is commensurate with the value of their respective ownership interests and will not vary or be based in whole or in part on the volume or value of any business or referrals to CHOP from such physician or the volume or value of Services procured by CHOP under this Agreement.



21. **Use of Name.** Except in regards to any internal communications, Consultant shall not use CHOP's name, logo, trademarks or other identifying phrases in any way absent the prior written approval of CHOP's Chief Marketing Officer for each instance of use. Requests for such use shall be made to CHOP's Office of General Counsel at legal@chop.edu.

22. **Sanctioned Persons.** Consultant represents and warrants that it and any of its agents, employees, officers, and representatives providing Services under this Agreement have not been: (a) sanctioned by or excluded from participation in any state or federal healthcare program and are not sanctioned or debarred under any federal or state law or regulation; (b) listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) listed on the General Services Administration's List of Parties Excluded from Federal Programs; (d) listed on the United States Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; and (e) convicted of a criminal offense related to health care. Consultant shall immediately notify CHOP in the event that Consultant is no longer able to make such representations and warranties. Without limiting any other rights and remedies CHOP may have under this Agreement, at law, or in equity, CHOP may upon written notice, terminate this Agreement, without penalty, in the event that CHOP has determined that Consultant is in breach of this provision.

23. **Parties Bound; Assignment.** Consultant may not assign, subcontract, delegate or transfer any of its rights or obligations under this Agreement or the Agreement itself, whether by operation of law or otherwise, including without limitation, pursuant to a Change of Control (defined below), without the express written agreement of CHOP. Any permitted assignment will inure to the benefit of and will be binding upon the respective successors and assigns of the Parties hereto. To the extent that Consultant assigns, delegates, or subcontracts any or all of its rights or obligations hereunder, Consultant shall require of such assignee, delegates, or subcontractor(s) written agreements at least as restrictive and protective of CHOP and CHOP Confidential Information as those set forth herein, and Consultant shall be fully responsible for the acts or failures to act of such assignees or subcontractors. For purposes of this Agreement, the term "Change of Control" shall mean (a) the acquisition, directly or indirectly, of the beneficial ownership of a majority of the combined voting power of the outstanding securities of Consultant by any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended) or group through one or a series of related transactions, including, without limitation, pursuant to a merger, consolidation, sale or other transfer of shares of stock (other than a transaction in which the stockholders of Consultant prior to such transaction are the holders of a majority of the combined voting power of the outstanding securities of the surviving entity) or (b) the sale or disposition by Consultant of all, or substantially all, of Consultant's assets.

24. **Entire Agreement; Severability.** This Agreement represents the entire agreement between Consultant and CHOP with respect to the Services provided and supersedes all prior agreements and understandings with respect thereto, except for any confidentiality agreements or Business Associate Agreements executed by the Parties. To the extent that Consultant utilizes terms and conditions of its own in its business, irrespective of whether or not those terms are set forth in any invoice or other Consultant



document provided to CHOP or available on Consultant's website in "click-through" format or otherwise, such terms and conditions shall not apply to CHOP or any other person or party who by or through CHOP, consistent with the terms herein, may use or have access to any Good, Service or other Consultant deliverable provided incident to this Agreement. In the event of any conflict in terms between this Agreement and any other agreement between the Parties shall be resolved according to the following order of precedence: any Business Associate Agreement; any amendment to this Agreement; this Agreement; any Exhibit to this Agreement; and any SOW executed hereunder. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

25. **Survival.** This Section 24 and Sections 3 through 8, 10, 11, 14 through 17 and 20 hereunder shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Consultant and CHOP have executed this Agreement as of the Effective Date above.

E-MPRENDE

By: 
Name: Gonzalo Mena F.
Title: OWNER

Date: 01-10-25

**THE CHILDREN'S HOSPITAL OF
PHILADELPHIA**

By: _____
Name: _____
Title: _____

Date: _____



EXHIBIT A **SERVICES STATEMENT OF WORK**

This Statement of Work (“SOW”) between e-Mprende (“Consultant”) and The Children’s Hospital of Philadelphia (“CHOP”) is made effective as of the later of the two signature dates below (“Effective Date”). This SOW is governed by the Consulting Agreement (the “Agreement”) effective as of October 1, 2025. Capitalized terms not defined in this SOW have the same meanings defined in the Agreement. The terms of the Agreement shall apply to and govern this SOW.

1. **Term:** The term of this SOW (“SOW Term”) commences on the SOW Effective Date and will expire on October 1, 2028.

Project: Develop Web Platform to Empower Independent Transportation among Neurodivergent Teen Drivers

Client / Product Owner: CHOP – PI: Dr. Allison Curry, PhD, MPH

Implementation Partner: E-Mprende, website development company

Total Investment – Phase I: \$150,000 over period of 6 months

Overall Development Strategy: ETA Web Platform Setup

TOPIC INTRODUCTION

CHOP’s decade-long ETA research program is designed to address a significant challenge in transition support for autistic teens and teens with ADHD—two commonly co-occurring conditions that can involve shared challenges in executive function, attention, sensory processing, and social communication. For autistic teens, the gap between driving interest and actual licensure is large. For ADHD teens, our previous research has found that they engage in risky driving behaviors as independent drivers that might be amendable to change with guided support during the learning-to-drive phase. Our next phase of this work is to develop an AI-powered platform that is designed to support families and professionals working with neurodivergent adolescents as they transition to independent mobility.

PROJECT OVERVIEW

This scope of work encompasses the development of a secure, web-based interactive platform designed to support parents and neurodivergent teens as they navigate independent mobility options during the transition to independence.



PLATFORM DEVELOPMENT APPROACH

In collaboration with CHOP, e-Mprende will create and deliver to CHOP the foundational ETA platform infrastructure, establishing the technological framework necessary to support innovative autism transition interventions. This enterprise-grade platform will integrate three core components:

Component 1. Web Content Foundation. Building upon CHOP's existing Figma prototypes to create a seamless user experience

Component 2. Interactive Module System. Upon login, users will access comprehensive modules targeting parents (with secondary support for teens and professionals) of neurodivergent drivers, organized into two primary phases:

- **Phase 1: Pre-Permit Support**
 - **Module 1: Preparing for Independent Mobility** - Comprehensive life skills assessment and development with AI coaching support
 - **Module 2: Making Driving Decisions** - Decision-support system incorporating risk assessment capabilities
- **Phase 2: Learning-to-Drive Support**
 - **Module 3: Learning to Drive Support** - Self-directed parent training video curriculum and tele-coaching functionality
 - **Module 4: Alternative Mobility Options** - Non-driving pathway development with community integration resources

Integrated Features Across All Modules:

- Real-time assessments with individualized guidance
- AI-assisted coaching providing evidence-based recommendations and answering family questions
- Telecoaching capabilities enabling driving instructors and certified driving rehabilitation specialists to interact with families through messaging, video, and other communication tools
- Curated coaching video series for teens learning to drive

Component 3. Administrative Backend and Security Framework. Providing CHOP staff with robust tools for user management, analytics assessment, and intervention content delivery and updates, including HIPAA-compliant server architecture and secure data management protocols



PROJECT DELIVERABLES

The final Work Product that will be delivered to CHOP is a web platform that (1) supports both English and Spanish; (2) includes guidance for families of neurodivergent teens around independent mobility; (3) includes a series of interactive training videos; and (4) is primed for future research (CHOP personnel back end). Comprehensive documentation should also be included in the final Work Product.

CORE DELIVERABLES

A1. ETA Web Platform Development

Development Scope:

- Collaborate with CHOP team to identify existing branding, provide UI/UX insights, and determine platform structure and flow
- Develop four comprehensive intervention modules with progression logic organized into two distinct phases (pre-permit and learning-to-drive)
- Create interactive family assessment system with recommendations
- Implement progress tracking with milestone celebration and motivation features
- Integrate Family Empowerment Scale with automated scoring and analytic capabilities
- Develop permit acquisition tracking capabilities
- Ensure full bilingual functionality (English and Spanish)

A2. AI-Enhanced Coaching System Implementation

Development Scope:

- Implement AI capabilities to provide evidence-based recommendations, answer family questions, and suggest actionable steps families can take
- Ensure AI responses are grounded in autism driving research and best practices

A3. Enterprise Infrastructure and Security Framework

Development Scope:

- Implement user management and analytics tracking systems
- Develop participant management with randomization capabilities for research studies



- Establish HIPAA-compliant security protocols with audit trails
- Create comprehensive analytics dashboard with real-time monitoring
- Implement data export capabilities for statistical analysis and grant reporting
- Develop multi-site coordination tools for healthcare system deployment
- Ensure compliance with health data collection requirements (HIPAA, FERPA)
- Establish penetration testing and security audit protocols

A4. Testing and Research Readiness Validation

Development Scope:

- Conduct comprehensive platform testing across all modules and features
 - Validate AI coaching system responses and recommendations
 - Perform security and compliance testing
 - Provide platform deployment and handoff documentation
 - Deliver training materials for CHOP staff platform administration
-

SUCCESS METRICS

- **Platform Excellence:** All modules operational with AI coaching and robust backend infrastructure
 - **Security Architecture:** Research-compliant platform meeting academic standards with secure backend data management
-



PROJECT TIMELINE

The project period will be 6 months from date of execution.

PROJECT BUDGET

Total Budget: \$150,000

Personnel

	Role	Hours	Cost
Developer Hours – Custom development, AI system creation, architecture @ \$150/hr		760	\$114,000
UX/UI Design		100	\$5,000
Total Labor		825	\$120,000

Infrastructure & Integration

Category	Cost	Description
Enterprise Cloud Infrastructure	\$10,000	HIPAA-compliant cloud services with redundancy
AI Platform Integration	\$12,000	Enterprise licensing and AI system customization
Development Tools	\$3,000	Testing, monitoring, and development environments
LMS Platform	\$5,000	Learning management system integration
Total Infrastructure	\$30,000	

PAYMENT STRUCTURE

Payments (\$150,000):

- **Initial Payment:** \$50,000 (33%) – Project initiation and platform architecture setup
- **Second Payment:** \$50,000 (33%) – After initial front- and back-end module development and signoff from CHOP PI
- **Third Payment:** \$50,000 (34%) – Final platform delivery, testing, and research readiness validation



IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the SOW Effective Date above.

E-MPRENDE

By: Gonzalo Mena F.
Name: GONZALO MENA F.
Title: OWNER
Date: 01-10-25

THE CHILDREN'S HOSPITAL OF PHILADELPHIA

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT B
CHOP's TRAVEL POLICIES AND PROCEDURES

Reasonable business expenses associated with travel by Consultant's personnel, which has been authorized in advance by CHOP, are reimbursable as follows:

A. Air

1. Coach or economy class, based on the lowest logical fare for the origin/destination.
2. Selection of an air carrier and/or flight time should never be decided based on frequent flyer mileage or other travel awards - under no circumstances may the frequent flyer carrier be reserved when a less expensive and equally practical alternative is available.

B. Ground Transportation

1. Public transportation or airport shuttles must be used when reasonable and available (rather than cabs, rideshare companies such as Uber, Lyft, etc.).
2. Personal auto (reimbursable at IRS rate) may be used if less costly than the airport shuttle or public transportation.
3. Parking charges are reimbursable – airport parking should be at least expensive rate (long-term lot). Short term parking is only reimbursable for trips spanning less than 24 hours.

C. Lodging

Use of CHOP discounts and preferred hotels is required, unless Consultant's rates are lower. Reimbursement is based on standard rooms – suites, concierge level, luxury accommodations are not reimbursable.

D. Meals and Incidentals

1. The meals and incidental rate is based upon the United States General Services Administration Policy for travel management under per diem by location - reference www.gsa.gov - applicable city M + IE rate.
2. The food per diem only applies to overnight trips.
3. Meal reimbursement for dinner for day trips will apply when the projected arrival time, either going to the business destination or returning home from the business destination, is after 7:00PM.

E. Receipts/Reimbursement

1. Original, itemized receipts must be provided for airline tickets, hotels, ground transportation, and any other reimbursable expenses (other than meals) exceeding \$25.
2. Reimbursement is based on actual, reasonable costs.

The above travel and expense policy is located on CHOP's intranet at the following link:

<https://www.chop.edu/supplier-relations-and-access-program/travel-policies-and-procedures>.