

## WORK CONTRACT

This Contract Agreement is entered into as of the date of the last signature affixed hereto, by and between **TòròNet Software Development Corporation** Inc., a Delaware corporation (TSDC or "the Company"), and **Harrison Ebube** ("Programmer and Developer" or simply "Developer").

In consideration of the mutual agreement set forth herein, TSDC and Developer hereby agree as follows:

1. The Company will contract the Developer in the position of [Programmer and Developer – **TòròNet Development Operations** ] and, in that position, the Developer will report to **Dr. Ken Alabi – Co-founder** of TòròNet. TSDC retains the right to change Developer's title, duties, and reporting relationships as may be determined to be in the best interests of the Company; provided, however, that any such change in Developer 's duties shall be consistent with Developer's training, experience, and qualifications.

The terms and conditions of the Developer's contract shall, to the extent not addressed or described in this agreement, be governed by TSDC's Policies and Procedures Manual and practices.

2. Terms of Contract.

Developer's contract with TSDC shall begin on October **21<sup>st</sup> 2023**, and shall continue for a period of (6) six months after which time formal contract shall be extended for a longer term, permanent employment may be offered, or the contract continued on an "at will" basis that will be mutually agreed **within 14 days to the expiration of the current period**, unless:

- a. Developer's contract is terminated by either party in accordance with the terms of this Agreement; or
- b. The contract terms is extended or shortened by a subsequent agreement duly executed by each of the parties, in which case such contract shall be subject to the terms and conditions contained in the subsequent written agreement.
- c. The work hours is for 18 hours per week.

3. Compensation and Benefits.

- a. Base Remuneration. Developer shall be paid a net remuneration of **USD1000** monthly which is to be paid to Developer in the same manner and on the same schedule in which all TSDC Developers receive payment. Any increase in Developer's Base Remuneration shall be at the sole discretion of TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION management, and nothing herein shall be deemed to require any such increase.

- b. In addition, Developer be paid an additional USD 250 in tokens or cash.
  - c. Benefits. Developer shall be eligible to participate in all benefit plans, policies, or program in which other TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION executive or officers participate, including the TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION tokens program. The terms and conditions of Developer's participation in TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION's benefit plans, policies, or programs shall be governed by the terms of each such plan, policy, or program.
- 4. Duties and Performance. The Developer acknowledges and agrees that he/she is being offered a contract by the Company with the understanding that they possess a unique set of skills, abilities, and experiences which will benefit the Company, and he/she agrees that his/her continued engagement with the Company, whether during the term of this Agreement, is contingent upon successful performance of such duties in the position as noted above. The position is a contract position for which a 1099 will be issued, and expected to require a commitment of **18** hours per week.
  - a. General Duties.
    - 1. Developer shall render to the very best of their ability, on behalf of the Company, services to and on behalf of the Company, and shall undertake diligently all duties assigned to him/her by the Company.
    - 2. Developer shall devote his/her time, energy and skill to the performance of the services in which the Company is engaged, at such time and place as the Company may direct during the work hours.
    - 3. Developer shall faithfully assume and perform with skill, care, diligence and attention all responsibilities and duties connected with their work on behalf of the Company.
    - 4. Developer shall have no authority to enter into any contracts binding upon the Company, or to deliberately create any obligations on the part of the Company, except as may be specifically authorized by their Supervisor at TÒRÒNET DEVELOPMENT CORPORATION.
- 5. Termination. Developer's contract with the Company may be terminated, prior to the expiration of the term of this Agreement, in accordance with any of the following provisions:
  - a. Termination by Developer. The Developer may terminate his/her contract at any time during the course of this agreement by giving 14 days' notice in writing to his/her supervisor within the TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION. During the notice period, Developer must fulfill all his duties and responsibilities set forth above and use his/her best efforts to train and support his/her replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Developer's remuneration and benefits will remain unchanged during the notification period.

- b. Termination by the Company Without Cause. TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION may terminate Developer's contract at any time during the course of this agreement by giving 14 days notice in writing to the Developer. During the notice period, Developer must fulfill all of their duties and responsibilities set forth above and use their best efforts to train and support their replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Developer's remuneration and benefits will remain unchanged during the notification period. TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION, may, in its sole discretion, give Developer severance pay in the amount of the remaining notice period in lieu of actual engagement, and nothing herein shall require Company to maintain Developer in active contract for the duration of the notice period.
  - c. Termination by the Company For Cause. The Company may, at any time and without notice, terminate the Developer for "cause". Termination by the Company of the Developer for "cause" shall include but not be limited to termination based on any of the following grounds: (a) failure to perform the duties of the Developer's position in a satisfactory manner.
  - d. Termination By Disability or Other. The Developer's contract and rights to compensation under this Agreement shall terminate if the Developer is unable to perform the duties of his position due to death or disability lasting more than 20 days, and no other entity may be entitled to the Developer's remuneration or benefits under those circumstances.
- 6. Confidentiality. Developer agrees that at all times during the contract and following the conclusion of contract, whether voluntary or involuntary, Developer will hold in strictest confidence and not disclose Confidential Information to anyone who is not also an Developer of the Company or to any employee of the Company who does not also have access to such Confidential Information, without express written authorization.
- 7. Noncompetition. To the fullest extent permitted by applicable law, the Developer agrees to not directly or in consonance with another organization compete with the Company in the same market segment for a period of up to three months following this contract.
- 8. Expenses. The Company shall pay or reimburse Developer for any authorized expenses reasonably incurred by him/her in furtherance of their duties hereunder, including expenses for entertainment, travel, meals and hotel accommodations, upon submission of vouchers or receipts maintained and provided to the Company in compliance with such rules and policies relating thereto as the Company may from time to time adopt.
- 9. General Provisions.
  - a. Notices. All notices and other communications required or permitted by this Agreement to be delivered by TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION or Developer to the other party shall be delivered in writing to the address shown below, either personally, by facsimile transmission or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified

below or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile transmission or upon the date or actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be.

**TÒRÒNET SOFTWARE DEVELOPMENT CORPORATION:**

Toronet Development, Inc.  
110 Friendship Drive  
Rocky Point, NY, 11778.

**Developer:**

Timoney Moyer  
San Diego, California.

- b. Amendments and Termination; Entire Agreement. This Agreement may not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of TÒRÒNET DEVELOPMENT CORPORATION and Developer relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
- c. Successors and Assigns. The rights and obligations of the parties hereunder are not assignable to another person without prior written consent; provided, however, that TÒRÒNET DEVELOPMENT CORPORATION, without obtaining Developer's consent, may assign its rights and obligations hereunder to a wholly-owned subsidiary and provided further that any post-contract restrictions shall be assignable by TÒRÒNET DEVELOPMENT CORPORATION to any entity which purchases all or substantially all of the Company's assets.
- d. Severability; Provisions Subject to Applicable Law. All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
- e. Waiver of Rights. No waiver by TÒRÒNET DEVELOPMENT CORPORATION or Developer of a right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
- f. Governing Laws and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Delaware. The parties hereto further agree that any

action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Delaware.

IN WITNESS WHEREOF, TÒRÒNET DEVELOPMENT CORPORATION and Developer have executed and delivered this Agreement as of the date written below.

<hr/>	Toronet Development, Inc.
Harrison Ebube	By: <hr/>
	Name: <u>Malgorzata Kroliczeska</u>
	Title: <u>HR Manager</u>