

CONSULTING AGREEMENT

EFFECTIVE DATE: August 24, 2022

THIS CONSULTING AGREEMENT (the “*Agreement*”) is made as of the Effective Date set forth above by and between Electroneek Robotics, Inc., a Delaware corporation (“*Client*”), and the consultant named on the signature page hereto (“*Consultant*”).

1. **Engagement of Services.** Client may issue Project Assignments to Consultant in the form attached to this Agreement as **Exhibit A (“Project Assignment”)**. Subject to the terms of this Agreement, Consultant will render the services set forth in Project Assignment(s) accepted by Consultant (the “*Services*”) by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Consultant will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant will provide, at Consultant’s own expense, a place of work and all equipment, tools, and other materials necessary to complete the Services; however, to the extent necessary to facilitate the performance of the Services, Client may, in its discretion, make its equipment or facilities available to Consultant at Consultant’s request. Consultant agrees and acknowledges that Consultant has no expectation of privacy with respect to Client’s telecommunications, networking, or information processing systems (including stored computer files, email messages, and voice messages) and that Consultant’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

2. **Location.** The Services shall generally be performed remotely. However, Client may request in advance that Consultant attend meetings or provide services at Client’s U.S.-based facility. In addition, Client may, at its discretion, request that the Services be performed at other locations. While on the Client’s premises, Consultant agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security, and confidentiality. Notwithstanding anything to the contrary in this Agreement, Client shall not require Consultant and Consultant shall not perform any Services while physically present in Cuba, Iran, North Korea, Syria, Russia, Belarus, and the Regions of Crimea, Donetsk People’s Republic, or Luhansk People’s Republic of Ukraine.

3. **Compensation.** Client will pay Consultant the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Consultant’s sole compensation for such Services. Consultant will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Consultant has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Consultant’s fees and expenses will be in accordance with terms and conditions set forth in the applicable Project Assignment. Upon termination of this Agreement for any reason, Consultant will be paid fees on the basis stated in the Project Assignment(s) for work which has been completed. Unless otherwise provided in a Project Assignment, payment to Consultant of undisputed fees will be due 30 days following Client’s receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees. Consultant acknowledges and agrees that Consultant’s failure to meet the agreed upon deadlines or Consultant’s failure to perform Services in accordance with agreed upon criteria will cause significant damage to Client, in which case Client may reduce the compensation due to Consultant in its reasonable discretion.

4. **Ownership of Work Product.** Consultant agrees that any and all Work Product (as defined below) shall be the sole and exclusive property of Client. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment (“*Deliverables*”), and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable

works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the “**Work Product**”). Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client’s ownership of the Work Product. Consultant agrees to execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment. Consultant hereby irrevocably appoints Client as Consultant’s attorney-in-fact for the purpose of executing such documents on Consultant’s behalf, which appointment is coupled with an interest. Consultant will deliver any Deliverables in accordance with the applicable Project Assignment and disclose promptly in writing to Client all other Work Product.

5. **Other Rights.** If Consultant has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client’s customers.

6. **License to Preexisting IP.** In the event Consultant uses or incorporates any intellectual property developed by any third party or by Consultant other than in the course of performing services for Client (“**Preexisting IP**”) into Work Product, Consultant hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.

7. **Representations and Warranties.** Consultant represents and warrants that: (a) the Services shall be performed in a professional manner and in accordance with the industry standards and the Work Product shall comply with the requirements set forth in the applicable Project Assignment, (b) Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Consultant’s employees or contractors (“**Representatives**”), (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 6, (f) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions, and (g) Consultant is not, or during the term of this Agreement will not become, the target of or designated under any sanctions program that is established by statute or regulation of the United States, Order of the President of the United States or by designations of any department or agency of the United States government including designations reflected in the list of Specifically Designated Nationals and Blocked Persons’ of the Office of Foreign Assets Control, U.S. Department of the Treasury or the Office of Inspector General. If Consultant or any of its Representatives becomes the target of or designated under any such sanctions program during the Consulting Period, he/she shall immediately notify the Company thereof. Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses, or other liability (including reasonable attorneys’ fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 7.

8. **Independent Contractor Relationship.** Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between Client, consultant, and any of Consultant's Representatives. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's Representatives will not be entitled to any of the benefits that Client may make available to its Representatives, including, but not limited to, group health or life insurance, profit-sharing, or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes. Consultant hereby confirms that the Consultant is not a resident of the United States and that all of the Services performed under this Agreement will be performed outside of the United States. The Consultant shall submit an applicable W8 form to the Client evidencing the Consultant's non-US resident status. In the event the foregoing representation changes, the Consultant must promptly inform the Client of such change.

9. **Confidential Information.** Consultant agrees that during the term of this Agreement and thereafter it will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, will hold such Confidential Information in confidence, and protect it from unauthorized use and disclosure, and will not disclose such Confidential Information to any third parties except as set forth in Section 9 below. "**Confidential Information**" as used in this Agreement shall mean all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and shall include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of Representatives of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant shall first have given notice to Client and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("**DTSA**") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence

to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

10. **Consultant's Representatives.** Consultant will ensure that each of its Representatives who will have access to any Confidential Information or perform any Services has entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests to at least the same degree as Section 9. Client reserves the right to refuse or limit Consultant's use of any Representative or to require Consultant to remove any Representative already engaged in the performance of the Services. Client's exercise of such right will in no way limit Consultant's obligations under this Agreement.

11. **No Conflict of Interest.** During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with Consultant's obligations, or the scope of Services rendered for Client, under this Agreement. Consultant shall not accept any employment or other consulting engagement which would present a conflict of interest during the term of this Agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement or which would present a conflict of interest. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

12. **Term and Termination.**

12.1 **Term.** The initial term of this Agreement is for 1 year from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for 1-year terms, unless Client provides 15 days' written notice prior to any such anniversary date that the Agreement shall not renew.

12.2 **Termination Without Cause.** Client may terminate this Agreement with or without cause, at any time upon 5 days' prior written notice to Consultant; during the probation period 3 months upon 1 day. Consultant may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 30 days' prior written notice to Client.

12.3 **Termination for Cause.** Company may terminate this Agreement upon a twenty four hour written notice if Consultant has (i) engaged in gross negligence or willful misconduct in the performance of the duties required of Consultant hereunder, (ii) willfully engaged in conduct that Consultant knows or, based on facts known to Consultant, should know is materially injurious to the Company or any of its affiliates, (iii) materially breached any material provision of this Agreement, (iv) been convicted of, or entered a plea bargain or settlement admitting guilt for, any felony under the laws of the United States or of any state or the District of Columbia or any foreign jurisdiction (other than a traffic violation).

12.4 **Survival.** Upon such termination of this Agreement, all rights and duties of the Client and Consultant toward each other shall cease except: (a) the Client will pay, within thirty (30) days after the effective date of such termination, all amounts owing to Consultant for Services completed and accepted by the Client prior to the termination date and related expenses, if any, submitted in accordance with the Client's policies and in accordance with the provisions of Exhibit A. Such payment shall constitute full settlement of any and all compensation due to Consultant; and the rights and obligations

contained in Sections 3 (“**Ownership of Work Product**”), 4 (“**Other Rights**”), 6 (“**License to Preexisting IP**”), 7 (“**Representations and Warranties**”), 9 (“**Confidential Information**”), 12 (“**Term and Termination**”), and 12 (“**Noninterference with Business**”) will survive any termination or expiration of this Agreement.

13. **Noninterference with Business.** Consultant agrees that during the term of this Agreement, Consultant will not, without Client’s express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with the Services rendered to, or that would otherwise interfere with the business of, the Client. Consultant agrees that during the term of this Agreement, and for one year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity. Consultant agrees that during the term of this Agreement, and for one year thereafter, Consultant will not influence any of Client’s licensors, licensees or customers from purchasing Client products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of Client. In the event the terms of this Section 13 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

14. **Miscellaneous**

14.1 **Successors and Assigns.** Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client’s prior written consent. Any attempted assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client’s successors and assigns, and will be binding on Consultant’s assignees.

14.2 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; or (iii) by e-mail. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

14.3 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Austin Texas, and each party consents to the jurisdiction thereof.

14.4 **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

14.5 **Waiver.** The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

14.6 **Injunctive Relief for Breach.** Consultant’s obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in

irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

14.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client; *provided, however*, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

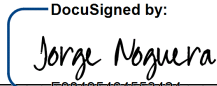
[Signature Page Follows]

The parties have executed this Consulting Agreement as of the date first set forth above.

CLIENT: ELECTRONEEK ROBOTICS, INC.

By: 
789AB5C0366A41B...
Name: Elina Iudovskaia
Title: Chief of Staff
E-mail: elina@electroneek.com
Address: 1709 Coral Dr, Cedar Park, TX 78613

CONSULTANT:

By: 
E98495464553424...

Name: Jorge Andres Noguera Martinez
Title: Customer Support Engineer LatAm
Country: Argentina
Passport: 95.880.866
Date of birth: 01.21.1989
Place of birth: Venezuela
E-mail: jorge8921@gmail.com
Address: 971 Solis Street 1E, Autonomous City of Buenos Aires (CABA), Argentina 1078
Phone number: +5491123897181

EXHIBIT A

PROJECT ASSIGNMENT UNDER CONSULTING AGREEMENT

DATED: AUGUST 24, 2022

PROJECT:

Consultant shall render such services as Client may from time-to-time request, including, without limiting the generality of the foregoing:

Provide 1st and 2nd lines technical support for company's software applications;
Tickets processing within ticketing systems;
Direct collaboration with other departments (R&D and Product Management mainly);
Documentation of support tickets in the company's knowledge base;
Provide product technical demos to potential customers;
Regional team mentorship and leadership;
Ensure the safety of data obtained during the work and of value to the company.

SCHEDULE OF WORK:

The work will commence on September 01, 2022.

Consultant undertakes to perform his work on weekdays from 10 AM - 7 PM GMT-3 ART/BRT

FEES AND REIMBURSEMENT:

- A.** Fee: \$2500 per month
- B.** Reimbursement for the following, as approved in advance in writing by Client:
 - 1. Outside services at cost:
 - 2. Direct charges at cost:
 - 3. Travel and subsistence at cost:

Client shall pay Consultant the monthly fee on or before the fifteenth (15th) of each month for the services rendered during the preceding month. Client shall pay Consultant the monthly fee by bank transfer in accordance with the instructions set forth in Exhibit B, which instruction may be changed by Consultant on 10 days written notice to Client in accordance with Section 14.2 of the Agreement.

To the extent that Consultant incurred any allowable expenses, Consultant shall invoice Client monthly for such expenses and shall provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.

EXHIBIT A

CONSULTANT BANK TRANSFER INSTRUCTION

Bank: Transferwise

Bank Address: 30 W. 26th Street, Sixth Floor, New York NY 10010,
United States

Account: 9600004123365451

Account type: CHECKING

Routing Number: 084009519

Beneficiary: Jorge Andres Noguera Martinez