

CAPACITY PARTNER AGREEMENT

This agreement is entered into between the relevant Engineer.ai Contracting Entity ("Engineer.ai") having its Registered Address as detailed in Appendix 1 and Vladimir Drogan ("Capacity Partner") having its registered address at Russia, Rostov-on-Don, 344000. This address shall determine the "Capacity Partner Territory".

1. CAPACITY PARTNER SERVICES

1.1. Capacity Partner Services. Capacity Partner will provide the services (the "Capacity Partner Services") and deliver the deliverables requested by Engineer.ai or any applicable Engineer.ai client (each, a "Customer") from time to time ("Deliverables") in conformance with the applicable specifications and schedule provided by Engineer.ai or Customer to Capacity Partner, including without limitation as described in the applicable project page (the "Project Page") provided on Engineer.ai's software-as-a-service platform (the "Engineer.ai Platform"). The Deliverables shall be provided to Engineer.ai through the Engineer.ai Platform. Each Project Page agreed upon by both parties shall be governed by the following terms and conditions attached hereto, unless otherwise agreed to by the parties in a separate writing. Capacity Partner will not subcontract any Capacity Partner Services without Engineer.ai's prior written consent and Engineer.ai may disapprove (including retroactively) a subcontractor in its reasonable discretion. All of Capacity Partner's subcontractors shall be bound by obligations consistent with the provisions of this Agreement, and Capacity Partner shall be responsible for all acts and omissions of each such subcontractor, as if each were "Capacity Partner" hereunder.

1.2. For the avoidance of doubt, where a subcontractor is an individual providing development services and where such subcontractor is already contracted, on terms compliant with Clause 1.1, with the Capacity Partner then provided that such subcontractor registers on the Engineer.ai platform, completes the testing process and is approved for work then this is deemed acceptance of such subcontractor by Engineer.ai.

2. OWNERSHIP

2.1. Deliverables. Engineer.ai shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all Deliverables and any other inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or on behalf of Capacity Partner during the term of this Agreement that arise in connection with the Capacity Partner Services, Deliverables or any Confidential Information (as defined below) (collectively, "Inventions"), including but not limited to source code developed or created by Capacity Partner that is not specific to Customer and is generally applicable to other Customer projects and deliverables ("Community Code"). Capacity Partner hereby makes all assignments necessary to accomplish the foregoing ownership and shall ensure that any approved Subcontractor has entered into an Agreement with the

into an Agreement with the Capacity Partner to accomplish the same. Further, Capacity Partner shall promptly disclose and provide all Inventions to Engineer.ai. Capacity Partner shall assist Engineer.ai and the applicable Customer, at Engineer.ai's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Capacity Partner hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Capacity Partner's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Capacity Partner and all other creators or owners of the applicable Invention.

For avoidance of doubt, the basic unit of a deliverable will be considered to be a "User Story".

2.2 Background License. Notwithstanding the foregoing, no assignment made hereunder includes any Capacity Partner Technology (as that term is defined below). "Capacity Partner Technology" shall mean (a) Capacity Partner's technology, methodologies and intellectual property existing as of the Effective Date or otherwise arising outside of work under this Agreement, and (b) any intellectual property rights therein, in each case ((a) and (b)) that are expressly set forth in writing to Engineer.ai prior to start of the Deliverables to Engineer.ai. To the extent any Capacity Partner Technology is incorporated into or otherwise reasonably necessary to use or otherwise exploit any Deliverables or Inventions, Capacity Partner grants to Engineer.ai a non-exclusive, royalty-free, perpetual, irrevocable, sub licensable, worldwide license to fully exercise and use the Capacity Partner Technology and to make derivative works of the same (and any modifications, improvements or derivatives thereof) in support of Engineer.ai or any present or future Customer's exercise of the Developer Services or any Deliverables.

2.3 Moral Rights; Further Assurances. Capacity Partner hereby waives all claims to any moral rights or other special rights which Capacity Partner may have or accrue in any Inventions. Capacity Partner shall further assist Engineer.ai from time to time at Engineer.ai's request and expense, to further evidence, record, perfect, maintain and enforce any and all of the foregoing rights. Capacity Partner hereby irrevocably designates and appoints Engineer.ai as its agents and attorneys-in-fact, coupled with an interest, to act for and on Capacity Partner's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing assignment and license with the same legal force and effect as if executed by Engineer.ai and all other creators or owners of any applicable Inventions.

2.4 Third Party Materials. Capacity Partner shall obtain Engineer.ai's prior written consent prior to incorporating in the Inventions or Deliverables information or materials to which third parties have any rights, whether by patent, copyright, trade secret or otherwise ("Third Party Materials"), unless otherwise specified in the applicable specifications. Further, unless otherwise specified in the applicable specifications, Capacity Partner shall obtain written permission to include such Third Party Materials (and for Engineer.ai and Customer to fully exploit such Third Party Materials in connection with their exploitation of the Deliverables), without any additional expense to Engineer.ai. This written permission must be consistent with all the rights granted to Engineer.ai under this Agreement. Capacity Partner shall provide Engineer.ai with a copy of the written permission upon completion of the Deliverables or otherwise upon request.

3 FEES; PAYMENT TERMS

3.1 Fees. Capacity Partner shall provide fees, skillset and other necessary information for each Developer to the Engineer.ai platform and Engineer.ai shall post requirements to the platform. Acceptance of posted work on the Engineer.ai platform by Capacity Partner shall be deemed acceptance between the parties. The rates entered in the platform shall be definitive.

3.2 Payment Terms

Engineer.ai shall pay Capacity Partner within twenty one (21) days of receipt of a validly submitted invoice, through the platform, referencing the relevant Capacity Partner Order Number.

3.3 Acceptance Unless otherwise expressly provided in a Project, Engineer.ai will have the right to review and test the Deliverables for an acceptance test period of five (5) days after delivery ("Acceptance Period"). If the Deliverables has any material errors, does not comply with the documentation and/or specifications agreed to by the parties, Engineer.ai may reject the Deliverable and provide Capacity Partner with information detailing its reasons for rejecting the Deliverable. Capacity Partner will, at Capacity Partner's sole cost, cure the deficiencies and resubmit the Deliverable for a subsequent acceptance test within 50% or 3 working (whichever is greater, but in no event more than 10 working days unless otherwise agreed) of the original confirmed period for the user story. If Capacity Partner fails to resubmit the Deliverable as set forth above, Engineer.ai will have the right, to either: (i) extend the cure period for a duration at Capacity Partner's cost, (ii) cancel the Deliverable ("user story" or "epic") with no cost or liability to Engineer.ai. In the event Engineer.ai does not accept or reject the Deliverable within the Acceptance Period, such Deliverable will be deemed accepted.

3.4 Payment Disputes If Capacity Partner disputes any payments, Capacity Partner must notify Engineer.ai within ninety (90) days after the date of payment or such dispute is waived.

3.5 Invoice Preparation and Payment Process

The Engineer.ai platform will regularly generate a statement detailing the personnel who have worked during the period, the rate for such work done and fees earned by Capacity Partner. Each statement generated shall have a defined Capacity Partner Order Number. Capacity Partner will prepare an invoice, referencing such Capacity Partner Order Number and compliant with all applicable laws in their jurisdiction and will submit such invoice using the Engineer.ai platform. Any invoices submitted which are not in accord with the Capacity Partner Order Number will be subject to audit before processing and may not be paid within the normal payment period. In the event of any discrepancy between the invoice submitted and data entered into the platform by the Capacity Partner then the data shall take precedence.

3.6 Taxes

All rates and amounts entered into the platform and payable hereunder shall exclude all applicable sales and use taxes. Where required to by law, Capacity Partner shall add such sales and use taxes to any invoice remitted. Engineer.ai will be responsible for payment of sales and use taxes but not any others nor, for the avoidance of doubt, any taxes based on Capacity Partner's net income nor any related penalties and interest arising from the non-payment thereof.

4 TERM; TERMINATION.

4.1 Term; Termination. Subject to earlier termination as set forth in this Agreement, the term of this Agreement will commence on the Effective Date and continue until terminated as provided herein. Engineer.ai may terminate this Agreement or any Project at any time without cause upon thirty (30) days notice to Capacity Partner. Capacity Partner may terminate this Agreement if there are no outstanding Projects by providing written notice to Engineer.ai. In addition, a Party may terminate this Agreement immediately if the other Party breaches any material provision of this Agreement and does not cure such breach within fifteen (15) days after receiving written notice thereof.

4.2 Survival. Upon termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2, 4.1, 5, 6, 7, 8, 9, 10, 11, 12 and 13 will survive.

5 CONFIDENTIALITY. Parties agrees that, as between the parties, all Deliverables, Projects and Inventions and all other information (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information) that Capacity Partner develops, learns or obtains in connection with this Agreement or are shared between the Parties, constitute "Confidential Information". Parties will hold in confidence and not disclose or, except in performing the Capacity Partner Services, use any Confidential Information. However, Parties shall not be obligated under this paragraph with respect to information the Party can document is or becomes readily publicly available without restriction through no fault of that Party. Upon termination and as otherwise requested, receiving Party will promptly return to disclosing Party all items and copies containing or embodying Proprietary Information (including, without limitation, all Deliverables and all work-in-progress). Subject to this Agreement, and solely during the term of this Agreement, Capacity Partner may have access to an online forum and community of other Capacity Partners through the Engineer.ai Platform (the "Capacity Partner Community") in which Capacity Partner may discuss with and disclose to other Capacity Partners information relating to Customer specifications, Projects, Deliverables as well as Community Code (as defined below) solely within the Capacity Partner Community and solely for the purpose of providing the Capacity Partner Services hereunder.

PARTIES MAY NOT DISCLOSE ANY CUSTOMER INFORMATION OR CONFIDENTIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO INFORMATION RELATING TO THE DELIVERABLES OR ANY UNDERLYING SOURCE CODE THERETO, TO ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6 RELATIONSHIP OF THE PARTIES; INDEPENDENT CAPACITY PARTNER; NO EMPLOYEE BENEFITS. Notwithstanding any provision hereof, Capacity Partner is an independent Capacity Partner and is not an employee, agent, partner or joint venture of Engineer.ai and shall not bind nor attempt to bind company to any contract. Capacity Partner shall accept any directions issued by Engineer.ai pertaining to the goals to be attained and the results to be achieved by Capacity Partner, but Capacity Partner shall be solely responsible for the manner and hours in which the services are performed under this agreement. Capacity Partner shall not be eligible to participate in any of Engineer.ai's employee benefit plans, fringe benefit programs, group insurance

arrangements or similar programs. Engineer.ai shall not provide workers' compensation, disability insurance, social security or unemployment compensation coverage or any other statutory benefit to Capacity Partner. Capacity Partner shall comply at Capacity Partner's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent Capacity Partners. Capacity Partner will ensure that its employees, Capacity Partners and others involved in the services, if any, are bound in writing to the foregoing, and to all of Capacity Partner's obligations under any provision of this agreement, for Engineer.ai's benefit and Capacity Partner will be responsible for any noncompliance by them. Capacity Partner agrees to indemnify Engineer.ai from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of Capacity Partner's breach of this Section 6.

7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

7.2 Capacity Partner Representations and Warranties. Capacity Partner represents, warrants and agrees: (a) to perform the Capacity Partner Services in a professional and workmanlike manner by employees of Capacity Partner having a level of skill commensurate with the requirements of this Agreement; (b) that the Deliverables will conform to the applicable specifications therefor and that none of the Capacity Partner Services, Deliverables or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (c) Capacity Partner has the full right to allow it to provide Engineer.ai with the assignments and rights provided for herein (and has written enforceable agreements with all employees, Capacity Partners and other persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (d) Capacity Partner shall comply with all applicable laws; (e) if Capacity Partner's work requires a license, Capacity Partner has obtained that license and the license is in full force and effect, (f) Capacity Partner is over 18 years of age, and (g) that Capacity Partner shall run the applicable anti-virus scan to ensure all software included within any Deliverable is (i) free of all viruses, worms, trojan horses and other infections or harmful routines, (ii) does not contain any third-party software, including without limitation, "open source," "copy left," "public" or other similar code or anything derived from or based on any of the foregoing (unless approved by Engineer.ai in writing), and (iii) is free from (and if distributed would still be free from) any requirement imposed by a licensor that recipients be entitled to source code or to modify or distribute any such software.

8 LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 The total, cumulative liability of Either Party under this Agreement and any Project, whether in contract, tort, or otherwise, shall be limited to the amounts paid by Engineer.ai to Capacity Partner under the applicable Project during the twelve (12) months immediately preceding the event giving rise to the First claim

hereunder. In no event shall either party be liable for any indirect, special, incidental, consequential, or punitive damages.

8.2 Capacity Partner will indemnify, defend and hold Engineer.ai and the officers, directors, agents, and employees of Engineer.ai ("Engineer.ai Indemnified Parties") harmless from Liabilities that are payable to any third party by the Engineer.ai Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of or is in connection with (a) gross negligence or the wilful misconduct by Capacity Partner or (b) infringement of any third party intellectual property right by any of the Capacity Partner Services, Deliverables or Inventions.

9 TERMS OF SERVICE. Capacity Partner's use of the Engineer.ai Platform and website are subject to the Terms of Service which are incorporated herein by reference. If there is any conflict between this Agreement and the Terms of Service, this Agreement shall control.

10 UPDATES TO THE AGREEMENT. Engineer.ai may update its terms and conditions at any time and will give the Capacity Partner 30 days to confirm the new agreement is acceptable. In the event that Capacity Partner declines to accept the new agreement then the Contract shall be deemed terminated.-

11 NON-SOLICITATION. Parties agree that during the period over which Capacity Partner is to be providing the Capacity Partner Services and for two (2) year thereafter, (i) Parties will not directly or indirectly encourage or solicit any employee, consultant or Capacity Partner of other Party to leave to become an employee, consultant, or Capacity Partner to or for any other person or entity, or to otherwise diminish their relationship with the that Party for any reason, ii) request or suggest that any customer, potential customer or supplier of the Company curtail, cancel, or terminate their business with the Company or elect not to do business with the Company, and (iii) Parties will not engage in any employment or consulting relationship or otherwise engage with or perform services for any Customer to whom Capacity Partner was introduced or referred in connection with this Agreement (whether or not any Services were performed for such Customer) without Company's prior written consent. Without limiting the foregoing, Capacity Partner may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of Capacity Partner's obligation under this Agreement or otherwise. However, this Section 11 shall not apply to general advertising by one Party not targeted specifically at the other Party's employees.

Any breach of contract during the period of (11.) will be a minimum of \$50,000 per breach.

12 ARBITRATION AND EQUITABLE RELIEF

12.1 Administrative Relief. CAPACITY PARTNER UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT CAPACITY PARTNER FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD

12.2 Voluntary Nature of Agreement. CAPACITY PARTNER ACKNOWLEDGES

AND AGREES THAT CAPACITY PARTNER IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CAPACITY PARTNER FURTHER ACKNOWLEDGES AND AGREES THAT CAPACITY PARTNER HAS CAREFULLY READ THIS AGREEMENT AND THAT CAPACITY PARTNER HAS ASKED ANY QUESTIONS NEEDED FOR CAPACITY PARTNER TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT. FINALLY, CAPACITY PARTNER AGREES THAT CAPACITY PARTNER HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CAPACITY PARTNER'S CHOICE BEFORE SIGNING THIS AGREEMENT.

12.3 Arbitration: THE PARTIES HEREBY AGREE THAT PRIOR TO TAKING ANY LEGAL ACTION AGAINST THE OTHER THAT THEY WILL SEEK TO APPOINT A MUTUALLY ACCEPTABLE ARBITRATOR AND SHALL SUBMIT TO BINDING ARBITRATION. ONLY IN THE EVENT THAT THE PARTIES ARE UNABLE TO AGREE ON SUCH AN ARBITRATOR AFTER FORTY FIVE DAYS SHALL A PARTY BE ENTITLED TO SEEK REDRESS IN A COURT OF COMPETENT AUTHORITY WITHIN THE JURISDICTION.

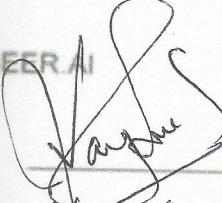
13 U.S. GOVERNMENT MATTERS Capacity Partner may not remove or export from the United States or allow the export or re-export of the Capacity Partner Services, Deliverables or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Engineer.ai shall inform Capacity Partner if any data it receives from Engineer.ai is subject to export restriction and Capacity Partner shall be indemnified in the event that Engineer.ai fails to do so.

14 GENERAL Any breach of Sections 2, 5 or 7 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Capacity Partner Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Capacity Partner Agreement will be effective unless in writing and signed by both parties. Capacity Partner may not assign this Agreement without the prior written consent of Engineer.ai, but Engineer.ai may assign or transfer this Agreement, in whole or in part, to any Group Company as detailed in Appendix 1. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Capacity Partner Agreement shall otherwise remain in full force and effect and enforceable. This Capacity Partner Agreement shall be governed by and construed in accordance with the laws of the Jurisdiction without regard to any conflicts of laws provisions thereof and the Parties hereby consent to the exclusive jurisdiction of the Nominated Courts. In any action or proceeding to enforce rights under this Capacity Partner Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Capacity Partner Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, in the case of Engineer.ai by its duly authorized officer, as of the date and year written below.

ENGINEER.AI

By:

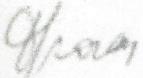
Name: 

Title: PRESIDENT & CEO.

Date: MARCH 28, 2018.

CAPACITY PARTNER

By:

Name: 

Title: CEO

Date: 15.12.2017

EXHIBIT A
Agreed Rate Card | Project Assignment

Rates for Developers will be entered directly into the Capacity Partner Control Panel on the Engineer.ai Platform by the Capacity Partner

Acceptance of contract by the parties shall be deemed to occur when Capacity Partner assigns a Developer to a piece of work.

The User story as defined in the Engineer.ai Platform shall be deemed to form the Project Assignment detailing the work to be undertaken.

Vetting Process

All developers are subject to a rigorous onboarding and vetting process that requires them to submit code; this process is subject to change and previously approved Developers may be required to be submitted again.

An unapproved or reflagged developer is not sanctioned to do any work on the platform without approval; similar only named developers can work on the platform; named implies developers who have individually gone through the platform and been vetted.

Nearest Minute

All Developer submissions will be done according to the Engineer.ai Platform Guidelines of use and all billing will be subject to nearest minute rates.

Appendix 1 : Contracting Partner, Legal Jurisdiction and Courts

Engineer.ai is Group Company with company subsidiaries in a number of territories. Each of the Contracting Entities detailed in the table below are deemed Group Companies for the purposes of this Agreement. The definition of "Contracting Entity", "Principal Address", "Jurisdiction" and "Nominated Courts" are therefore determined by the location of the Capacity Partner as per the following table;

Capacity Partner Territory	Contracting Entity	Registered Address	Jurisdiction	Nominated Court
Americas (USA, Mexico and all South America)	Engineer.ai Inc	600 California Street, San Francisco, 94105, USA	State of California California	California
United Kingdom	Engineer.ai Global Limited	1 Westferry Circus Canary Wharf London E14 4HD	England	English
India	SD Squared Private Limited	1004D JMD Megapolis, Sohna Road, Gurugram, Haryana	India	Delhi
All other	Engineer.ai International Limited	Les Jamalacs Building, Vieux Conseil Street, PORT LOUIS, Mauritius	Mauritius	Mauritius