



This Consulting and Service Agreement (“Agreement”) is made Mar 18 2023 between **Innovate On Demand**, a US Limited Liability Company (“Company”) and a Ecuadorian individual **Mario Sergio Ayerve Estrella** (“Consultant”).

## RECITALS

- A. Company is engaged in the business of designing, developing, and manufacturing of computer software and related products and services (collectively the "Products").
- B. Consultant is engaged in the business of providing programming and other services to businesses like Company.
- C. Company desires to retain the services of consultant to provide services on the terms and conditions set forth below.

Now, therefore, for valuable consideration, it is agreed as follows:

1. **Retention of Consultant.** Company hereby retains Consultant on the terms and conditions set forth herein.
2. **Duties of Consultant.** Consultant shall provide services on projects as mutually agreed between the Consultant and the Company (the “Work”). This is a time and material contract. All payments are based on resources agreed and expended on the project. Payment of an invoice is understood as a settlement of all accounts till that date.
3. **Rights.** Company hereby shall have the right to use the Work, any part or parts thereof, as it deems fit.
4. **Compensation.** Consultant shall receive compensation of USD \$3,000 per month for the Work. Resources of the Consultant working on any projects of the Company shall be entitled to leaves and holidays in accordance with the Policy of the Consultant. The monthly compensation shall not get discounted

by reason of such official leaves. All expenses incurred on behalf of Company shall be reimbursed so long as such expenditures are approved by Company.

Payment terms:

- Company will review, approve, and accept the work hours and the work performed in that duration and consequently make payments via wire transfer on the 1st of each month for the length of the project.

5. **Independent Contractor Status.** Consultant is an independent contractor. Nothing contained in this Agreement shall make consultant a joint venture or partner of Company or an employee. Consultant shall not have or claim any right arising from employee status.
6. **Termination by Company or Consultant.** Company or Consultant at its will may terminate this Agreement by giving a two (2) week written notification to the other party. Consultant will be given a 2 week notice for any reduction of resources. Company is not liable for any payments beyond the 2-week notice. Company has the right to get full service as planned for the remainder of the 2 weeks.
7. **Ownership of Records.** All records of accounts of customers and suppliers of Company, of Company's procedures and processes and any other records relating in any manner whatsoever to the customers, suppliers or business of Company, or the Products, whether prepared by Consultant or coming into his possession, are and shall be the exclusive property of Company regardless of who actually purchased the original books or records. All such books and records shall be immediately returned to Company by Consultant on any termination of this Agreement.
8. **Ownership of Intellectual Properties.**
  - a) All intellectual properties, including but not limited to ideas, inventions, trademarks, computer programs or parts thereof, knowhow, processes, documentation and other developments or improvements conceived by Consultant, alone or with others, during the term of its engagement, whether or not during working hours, that relate to the Products or any other work or projects of the Company, are the exclusive and sole property of Company.

- b) Consultant shall disclose promptly to Company any and all inventions, discoveries, trademarks, proprietary information, knowhow, processes or improvements, patentable or otherwise that it may conceive or make from the beginning of its engagement until the termination thereof, whether such is made solely or jointly with others.
- c) The parties acknowledge that all services rendered by Consultant in connection with the manufacture, design and development of Company's Products (the "Work") are being rendered at the insistence of Company, and agree that the Work shall be deemed a work made for hire under the United States copyright law, and that Company shall have the unlimited right to supervise and control Consultant and to direct Consultant as to all aspects of the Work. Company shall have the right to use the whole Work, any part or parts thereof, as it sees fit. Company may alter the Work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, all original material submitted by Consultant as part of the Work shall be the property of Company whether or not Company uses such material. No rights are reserved by Consultant.

As additional consideration for Consultant's continued employment by Company, Consultant hereby assigns to Company any and all copyright rights it might otherwise have in, or with respect to, the Work for the entire term of respective copyrights.

- d) Consultant's obligations and covenants herein contained in this Paragraph 8 shall continue in effect after the termination of this Agreement with respect to all and any inventions, discoveries and improvements made, or conceived by it during the term of its engagement.
9. **Nondisclosure of Information.** During Consultant's engagement by Company, Consultant will have access to and become acquainted with various trade secrets and confidential information of Company in its business. These trade secrets and confidential information include, but are not limited to, customer lists, pricing policies, market analysis, market projections, consulting and sales methods and technique, expansion plans, programs, program decks, routines, subroutines, translators, compilers, assembler, object and source codes, artwork, bills of materials, listings, updates thereto, and all material documentation, together with all information, data and know-how, technical or otherwise, included therein.

- a) Consultant shall not disclose confidential information of Company (other than to an employee, consultant or contractor or to a person to whom disclosure is reasonably necessary for the exercise of Recipient's rights under this Agreement and who is subject to confidentiality provisions consistent with those imposed in this Agreement) of any kind, nature or description concerning any matters affecting or relating to the business of company, including without limiting the generality of the foregoing, the names of any of its customers, the prices it obtains or has obtained or at which it sells or has sold its products or services (including the Products) or at which it buys or has bought materials, components, supplies, or information or any other information of, about or concerning the business of Company, its relations with its employees, including salaries, job classifications, skill levels, and its manner of operation, its inventions, technology, its plans, processes, database, or other data of any kind, nature or description, the parties hereto stipulating that as between them, the same are important, material and confidential, are trade secrets, and gravely affect the effective and successful conduct of the business of Company, and its goodwill, and that any breach of the terms of this paragraph is a material breach hereof.
- b) Consultant acknowledges and agrees that the sale or unauthorized use of any of Company's trade secrets and confidential information obtained by Consultant pursuant to this Agreement, including information concerning the Products and any future and proposed products of Company or any of its associates, the facts that those products are planned, under consideration, or in production, as well as any descriptions of the features of those products, constitute unfair competition, a violation of trade secret laws and a material breach of this Agreement.

10. **Waiver of Breach.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provision or to affect either the validity of this Agreement or any part hereof or the rights of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

11. **Use of Copyrighted Materials.** Consultant warrants that any materials provided by Consultant for use by Company pursuant to this Agreement shall

not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act.

**12. Incapacity.**

- a) In the event of Consultant's any incapacity that causes Consultant to be unable to act further as a consultant under this Agreement, any designs, plans, materials or documentation that have been prepared by Consultant pursuant to this Agreement and that are in its possession shall be delivered to Company by its personal representative.
- b) Company shall have a reasonable time to examine any of the materials returned pursuant to Paragraph 12(a) above, and shall have the right either to use them, in which case compensation for the time expended by Consultant shall accrue to the benefit of Consultant or his estate, or to return the materials unused and thereby release all rights to them. In either event, Company shall have the right to terminate this Agreement with respect to all unaccomplished work and to proceed with the completion of that work in any manner it deems suitable.

**13. Non-Solicitation.** During the existence and for a period of three years after termination of this Agreement, Consultant and Company shall not directly or indirectly, employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by the other party (whether as a consultant, contractor, employee or otherwise) during the period of Consultant's association with Company.

**14. Entire Agreement.** This Agreement contains the entire Agreement between the parties with respect to the engagement of Consultant by Company and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring to this Agreement and signed by both parties.

**15. Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. **Mutual limitation of liability.** Under no circumstances shall either party be liable to the other party, whether in contract, tort or otherwise, for indirect, incidental, consequential, special, or exemplary damages (even if such damages are foreseeable, and whether or not either party has been advised of the possibility of such damages) arising from any aspect of the relationship provided for herein. In no event shall Consultant be liable to Company for any cause of action (contract, tort or otherwise) for more than a total amount paid to Consultant by the Company during the previous three (3) months at the time the alleged claim arose, whether arising in a single or multiple causes of action.
17. **Assignment.** Company may assign its rights and obligations under this Agreement. The rights and obligations of the Company hereunder shall inure to the benefit of and shall be binding upon the successors and assigns of the Company, including any buyer.
18. **Notices.** Any notices to be given hereunder shall be in writing and shall be given either by personal delivery or by certified or registered mail with postage prepaid. Mailed notices shall be sent to the parties at their addresses as set forth at the end of this Agreement. Notices delivered personally shall be deemed effective as of the time of receipt; mailed notices shall be deemed effective as of three days after mailing.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA.
20. **Attorney's Fees.** If action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.
21. **Headings.** The paragraph headings are for convenience only and are not part of this Agreement.

## Attachment A – Statement of Work

Attachment A is in accordance to the consulting agreement between **Mario Sergio Ayerve Estrella** and **Innovate On Demand, LLC**, dated Mar 18 2023.

**CONSULTANT:** Mario Sergio Ayerve Estrella.

**SERVICE RENDERED TO:** Innovate On Demand, LLC.

**START DATE:** 03/22/2023.

**COMPENSATION:** USD \$3,000 / month.

**PAYMENT TERMS:** Monthly.

**WORK SCHEDULE:** 40 hours/week, M - F.

**CONSULTANT**

**COMPANY**

*Mario S. Ayerve Estrella*

---

Mario S. Ayerve Estrella

---

C.E.O William B. Page III

