



Participant Agreement

This Participant Agreement ("Agreement") is established between Dragons Bootcamp LLC. ("Company" or "Dragons Bootcamp "), **Ahmed Ehab Hassan** ("Participant" or "Consultant"). This Agreement outlines the terms and conditions governing the Participant's involvement with Dragons Bootcamp LLC. in the Founding Team Internship Programme (the "Programme").

Dragons Bootcamp LLC., also referred to as Dragons Bootcamp LLC. ("Company"), is a legally registered entity in WY state USA, with its registered office located at 1309 Coffeen Avenue, STE 1200 Sheridan, WY 82801 ("Dragons Bootcamp LLC." or the "Company").

1. Programme Details

The Participant consents to undertake the assigned role and responsibilities as “Software Engineer intern’ as directed by Dragons Bootcamp during the course of this Programme.

2. Position and Responsibilities

The Participant commits to undertaking the designated role and responsibilities of Head of Partnership and Outreach as agreed upon and directed by Dragons Bootcamp LLC. during the term of this Agreement.

The Consultant concurs to engage as an independent contractor, not as an employee. This independent contractor status grants the Consultant control over how services are performed. The Consultant is responsible for any applicable taxes, insurance, and national insurance contributions. As an independent contractor, the Consultant will not be entitled to employee benefits such as annual leave, sickness pay, redundancy pay, or a pension. The compensation provided should reflect this consideration. For specific client-facing projects, the working hours and location will be agreed upon in the Assignment Schedules.

3. Duration

This agreement shall commence on 15 July 2024 and conclude on 10 October 2024 unless terminated prematurely or extended. Any changes to the duration of the Agreement must be agreed upon in writing by both parties.

4. Location

The Participant shall primarily work remotely and on a flexible basis. Specific working arrangements, including any necessary in-person meetings or travel, will be mutually agreed upon between the Participant and their manager at Dragons Bootcamp LLC.

5. Compensation

This role does not provide a traditional salary or wage. As a participant, you understand and agree that no regular monetary compensation will be provided during the term of this agreement. However, we have established alternative compensation structures to reward your contributions and efforts.

Client-facing Project-Based Compensation: We also offer project-based compensation. This means you may receive bonuses for client-facing services, calculated based on the deliverables and the respective revenue earned for a project. This form of compensation is designed to incentivize you to achieve specific performance goals and contribute to the success of the company.

6. Working Hours

The Participant agrees to contribute to a flexible and remote model of 35 hours per week. Specific working hours shall be mutually agreed upon between the Participant and the Company.

7. Confidentiality

The Participant may have access to Confidential Information belonging to Dragons Bootcamp LLC. The Participant undertakes not to disclose this information during or after participation without prior written consent from the Company. The Participant agrees to maintain the confidentiality of all proprietary and confidential information of the Company. Any breach of confidentiality will be subject to legal proceedings.

Definition of Confidential Information:

For the purposes of this agreement, Confidential Information includes but is not limited to, prototypes, documents classified internally as confidential, secret or commercially sensitive information in any format relating to the Company, its clients' technology, technical processes, product ideas, business affairs, finances, fee levels, trade secrets, know-how, future plans, strategies, business plans, personnel, client relationships, or intellectual property. This also includes all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as 'Confidential') or which ought to reasonably be considered to be confidential. Information shared for patent assessment purposes is also included.

8. Intellectual Property

Any work, inventions, or creations developed by the Participant during this agreement period shall be the exclusive property of Dragons Bootcamp LLC.

9. Termination

Either party may terminate this agreement with a written notice period of 1 month. Upon termination, the Participant agrees to promptly return any Company property or confidential information in their possession, and comply with all respective policies, values, and rules of Dragons Bootcamp LLC.

10. Indemnification

The Participant agrees to indemnify and hold harmless Dragons Bootcamp LLC. from any claims, damages, or liabilities arising from the Participant's actions during the Programme.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of WY state, USA. Any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of WY state, USA. The Company reserves the right to take proceedings against the Participant in any other court of competent jurisdiction and may take concurrent proceedings in any number of jurisdictions.

12. Data Protection

- The Consultant must comply with USA Data Protection Laws as a Data Processor.
- The Consultant is responsible for ensuring compliance with these regulations throughout the duration of this Agreement.
- Must return or dispose of all information shared with or by Dragons Bootcamp LLC within 30 days after termination, except were retained for legal/regulatory purposes.
- Must keep all company confidential information private - not disclose or use beyond the scope of services. The obligation of confidentiality continues after termination, and for at least 3 years.
- Dragons Bootcamp LLC retains the right to promote all its agile resources on its website and social media as appropriate, ensuring compliance with privacy laws.

13. For project-based Activities the Consultant's Responsibilities

The Consultant agrees to the following responsibilities:

- Handle their own taxes and national insurance contributions.
- Indemnify Dragons Bootcamp LLC for any employment-related claims that may arise as a result of their engagement.
- Meet performance goals and maintain the quality standards of Dragons Bootcamp LLC.
- Cooperate with Dragons Bootcamp LLC to ensure the successful completion of the assigned tasks.
- Complete any mandatory training modules and pass background checks, if required.
- Maintain and update their professional skills and knowledge.
- Act independently and objectively in the provision of services.
- Disclose any conflicts of interest that may arise during this Agreement.
- Follow ethical guidelines and professional standards.

14. Non-Solicitation

During the term of this Agreement and for a period of 12 months following its termination, the Consultant agrees not to directly or indirectly solicit, induce, or encourage any employee or contractor of Dragons Bootcamp LLC to terminate their relationship with Dragons Bootcamp LLC for the purpose of engaging their services.

15. Termination

Either party may terminate this Agreement by providing one month's written notice. However, Dragons Bootcamp LLC reserves the right to terminate the contract immediately if the Consultant breaches the terms of the Agreement, fails to meet performance expectations, or does not adhere to ethical standards.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, relating to the subject matter hereof.

By signing below, the Participant acknowledges and agrees to the terms and conditions outlined in this agreement.

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∴ Dragons Bootcamp LLC ∴

Hatem Ali

Hatem Ali Hassan

Founder and Managing Director, Dragons Bootcamp LLC.

Date: 15 July 2024

∴ Participant ∴

Ahmed Ehab

Ahmed Ehab Hassan

Date: 15 July 2024