

CONSULTANT CONTRACT AGREEMENT

PARTIES

- This Agreement (hereinafter referred to as the “**Agreement**”) is entered into on April 25, 2023 (the “**Effective Date**”), by and between Personal.li, Inc., with an address of 658 Live Oak Avenue, Unit 2, Menlo Park, CA, 94025, (hereinafter referred to as the “**Company**”) and Oumnia Chellah, with an address of 459 Lagunita Drive, Stanford, CA 94305, (hereinafter referred to as the “**Consultant**”) (collectively referred to as the “**Parties**”).

DUTIES AND RESPONSIBILITIES

- During the trial period, the consultant shall have the responsibility of performing the following duties:

1. What is the Mission of the CTO?

The Mission for the CTO is summarized across three axes:

A) Fiduciary for Long-Term Technical Strategy:

- The CTO must effectively hold, develop, articulate, and continually evolve the company’s strategic technical direction.
- The CTO is responsible for making sure the company continues to have the best technology offering in a dynamically-evolving highly-competitive space.
- The CTO brings the proper balance between business and technology strategy by effectively connecting the outside world with the inside through distilling information into the key trends that indicate where the company needs to go next, thus aligning the company’s technology strategy with its business strategy.

B) Technical Evangelist:

- The CTO must inspire/excite people internally around the long-term vision of the company, as well as convince outsiders that this is where the world is going to be, and that his/her company is the best choice to take them there.
- The CTO must speak with authority about the market needs, must be credible with customers, and must be able to articulate the business value and ROI to a variety of audiences at different levels.

C) Spiritual Leader for the engineers and maintainer of the technical culture:

- The CTO must rally the engineering organization towards the long-term technical goals of the company.

- The CTO must be able to inspire new engineers to join the engineering organization and must help in the sourcing/identification of such talent.
- The CTO must help set and maintain the technical culture to make sure the company can continue to retain and attract top technical talent.

2. So what are the CTO's specific responsibilities within the company?

There are five main constituents that the CTO serves:

1. CEO/Strategy
 - a. GTM research
 - b. Competitor analysis
 - c. Pitch deck
 - d. Networking
2. Engineering/Product
 - a. Design - figma and paper
 - b. Product management- writing user stories on Jira, product is more than code
 - c. Manage Jira
 - d. Code
 - e. Research features
3. Business Development
 - a. Add to meeting agendas and take notes during meetings
 - b. Lawyer meetings
 - c. Ideation
4. Marketing
 - a. User interviews
 - b. Digital marketing
 - c. On-campus marketing

Key responsibilities towards each of these constituents.

A) CEO/Strategy

- Predict and stay ahead of any technical inflection points that might significantly affect the company.
- Advise the CEO and COO on the long-term technical strategic direction of the company and where to, or to not, make large strategic technical bets.
- Provide the CEO with different “options” on the technical direction of the company and provide sufficient information for deciding what is the best option to take at any given time.
- Be a sounding board for the CEO by providing a neutral view which puts the company's long-term interests above all else.

B) Engineering/Product:

- Recruit and retain developers.
- Produce a working MVP with prioritized features.
- Work closely with the developers to make sure that the overall development direction is well aligned with the company's strategic technical vision.
- Lead writing user stories after prioritizing the strategic technical vision and execute on writing code alongside developers.
- Iterate on design and wireframes for the product lines.
- Ideate on features that align with the overall business strategic vision.
- Foster innovation by organizing periodic hackathons and by being a steward of innovation in the early stages.
- Serve as master architect across product lines.
- Influence the prioritization of resources across large strategic technical bets and stay involved in the daily execution once the priorities are set.
- Champion people, projects and ideas without stepping on the toes of the development team. Be very selective regarding which ideas you plan to focus your energy on (pick your battles).
- You need to be a sounding board for the developers, allow them to vent, and help them with brainstorming about the different challenges that the development team is facing. In many ways, the CTO and the developers need to be bonded at the hip, it is a very critical relationship, so spend significant time on this.

D) Business Development and Partnerships:

- Support the business development in strategic partner engagements and maintain good relationships with peers at these organizations.
- Competitor Analysis: The CTO should keep track of all the technology startups in the same space, and have them stack ranked based on what he/she can glean about their prospects. The CTO should have clear thoughts about: possible acquisition targets, what expertise is the company missing? Which companies are doing the best work across all of the ancillary areas? Which companies have the best technical teams? What could competitors buy that would hurt the company?
- Represent the company at select technical associations to reinforce the company's presence and voice with partners.
- Predict if a new feature would have significant impact on the long-term technological roadmap for the company (e.g. a new type of storage or compute device).
- Predict long-term competitive trends due to the constant shifts in the market.
- Build strong relationships with peers at strategic customer organizations.

- Participate in customer meetings to articulate the long term technology road map hence strengthening the customer's confidence that our company is leading the industry.
- Speak with authority about the market; listen to customer needs; quickly understand their issues; and give good advice on the company's products to the customers.
- Provide technical due diligence of partner technologies to make sure they properly fit with the company's platforms, offerings, and culture.

E) Marketing:

- Serve as the public face of technology for the company.
- Evangelize the company vision and technical direction through conferences, speaking engagements, and press/media/analyst activities.
- Maintain good relationships with designated key industry analysts.
- Build a large active community around the company's products (meetups, hackathons, industry conferences, etc).
- Social engagement marketing through digital platforms including tiktok, instagram, blog posts, etc.

3. How should the CTO split his/her time internally vs externally?

There is no perfect answer for this one, but the right answer is a bit of both. The CTO will not be able to do a good job inside without having knowledge of the outside, and vice versa. The mix of external/internal is ultimately something that should come out of how the CTO can be of most help currently to the business.

A) External: 30% of time

- Sales/Customers 10%
- Marketing/Evangelism/Analysts 10%
- Business Development/Partners 10%

B) Internal: 70% of time

- Digest the info collected externally then funnel that knowledge to the appropriate internal teams.
- Write code, review code, ideate on features, and manage developers to do the same using user stories as a guide.
- Continuously connect engineering, product & business to ensure that the vision articulated publicly is where the company indeed is going, and that the technology roadmap aligns with that vision (especially for new initiatives).

- Support marketing with collateral/white-papers that articulate the company vision.
- Stay on top of engineering culture, processes, and retention.
- Shepard for the Intellectual Property portfolio.

4. How will the CTO performance be measured?

Two metrics:

A) Tech Strategy Alignment:

- Meet deadlines for developing MVP during evaluation period. Ensure there is alignment between the business and technology strategies.

B) Health of Engineering Culture:

- Attract new technical talent to the company
- Ensure the technical team is productive and happy
- Low attrition of technical talent

PAY AND COMPENSATION

- The Parties hereby agree that at the end of this trial period the Consultant will be compensated in 0.25 point equity for any services that he/she conducted at the Company during the trial period.
- After the completion and delivery of the MVP and a successful trial period, a new agreement will be created between the Parties where the title of co-founder will be considered.

WORKING HOURS

- The Consultant agrees that he/she will be working on average 3 hours per day Monday to Friday.
- In particular, the Consultant agrees that he/she will work on average 15 hours per week.

TERM OF AGREEMENT

- This Agreement shall be effective on the date of signing this Agreement (the “**Effective Date**”) and will end on June 18, 2023.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:
 1. Immediately in the event that the Consultant breaches this Agreement.
 2. At any given time by providing written notice to the other party 3 days prior to terminating the Agreement.
- Upon terminating this Agreement, the Consultant will be required to return all the Company's materials, products or any other content at his/her earliest convenience, but not beyond 3 days.

You should be aware that your employment at Personal.li, Inc. is part of a consultation program and is expected to last no longer than the dates indicated above. Nothing herein, however, modifies your status as an express "at-will" employee. Under "at-will" employment, you are free to resign at any time, for any reason, with or without cause or notice. Similarly, the Company is free to conclude its employment with you at any time. The "at-will" employment status cannot be modified or amended except by written agreement signed by both you and a representative of the Company.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Company.

INTELLECTUAL PROPERTY

- The Consultant agrees that any intellectual property provided to him/her by the Company will remain the sole property of the Company, including, but not limited to, code, design, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.
- The Consultant agrees that any intellectual property created by them during the internship will remain the sole property of the Company, including, but not limited to, code, design, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

REPRESENTATION AND WARRANTIES

- Both Parties warrant that as of the Effective Date, they have the power and authority to enter into this Agreement and to perform their obligations under it, and to grant to each other the rights provided under this Agreement.
- Both Parties warrant that, by entering into this Agreement, they do not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

LIMITATION OF LIABILITY

- In no event shall the Company or the Consultant be individually liable for any damages for breach of duty by third parties, unless the Company's or Intern's act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of California.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

CONSULTANT

Name: Oumnia Chellah

Signature: _____

Date: _____

COMPANY

Name: ALYSSA J OLANOFF

Signature: ALYSSA J OLANOFF

Date: 5/15/2023