

CONSULTING SERVICES AGREEMENT

This Agreement is entered into as of **02nd Mar 2023**, by and between **Sunlight Technologies Inc.**, a Georgia corporation, having its principal office at **5400 Laurel Springs Pkwy, Ste 903, Suwanee, GA 30024**

(the "Consultant"), and Nisum Technologies, Inc., a California corporation having its principal office located at 500 S. Kraemer Boulevard, Suite 301, Brea, California 92821 ("NISUM"), collectively referred to as "the Parties."

In consideration of the foregoing and of the material promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide professional and consulting services to, for or on behalf of NISUM and/or its affiliates, including but not limited to system analysis, design, programming, testing, project management and general consulting services, as outlined and identified in a Work Order, per Schedule A attached hereto (the "Services").
2. **Compensation and Reimbursement.** NISUM shall compensate Consultant for the actual time spent in the performance of the Services, measured in quarters of an hour (every fifteen minutes), and reimburse Consultant for certain pre-approved necessary and reasonable business expenses, as set forth in Schedule B attached hereto. Consultant shall submit online or as directed by NISUM, a weekly detailed timesheet(s) on or before Monday for the immediate prior week. Said timesheets shall include the name of each employee or consultant of Consultant, the date of work, a general description of the work performed on that day, and the actual time spent in the performance of the Services by that employee/consultant on that day. **Consultant shall submit, via email to ap@nisum.com, or another email address which may be provided from time to time, invoices to NISUM monthly, on or before the 5th of each month for the immediate prior month.** All invoices shall set forth the actual time spent in the performance of the Services and any pre-approved reimbursable business expenses incurred by Consultant for the month. Consultant shall furnish to NISUM originals of all pre-approved business expense receipts as condition precedent to Consultant's right to receive reimbursement of said pre-approved business expense(s). All undisputed dollar amounts stated in the Invoices shall be due and payable within **Net 60 (Net sixty days)** calendar days after receipt by NISUM. Should any amounts listed in the invoices be disputed, objected to or challenged, NISUM shall provide written notice to Consultant within thirty (30) calendar days of receipt of said invoices and the Parties shall work to resolve the dispute in good faith. Invoices for time, costs or expenses, regardless of whether said costs or expenses were pre-approved, incurred more than 90 days prior to invoice shall be waived by Consultant and shall not be payable by NISUM.
3. **Client Work.** From time to time, Consultant may be requested to perform work for or on behalf of a client of NISUM or its affiliates ("Client"). In the event Consultant is requested and agrees to perform Client work, Consultant and its employees or agents shall execute, abide by and perform the terms of any Confidentiality, Non-Disclosure or

other written agreements as may be required by Client and shall be bound to NISUM to the same extent that NISUM is bound to Client under NISUM's agreement with the Client.

4. Insurance. Consultant shall maintain at its expense during the term of this Agreement the following minimum insurance coverage with insurers having a BEST rating of a level acceptable to NISUM: (a) Comprehensive General Liability coverage at \$1 million per occurrence and \$2 million general aggregate; (b) Workers' Compensation coverage at statutory minimums (if required by law); and (c) Employer's Liability coverage at \$1 million per occurrence (if applicable). Upon request by NISUM, Consultant also shall maintain at its expense during the term of this Agreement (d) Comprehensive Auto Liability coverage at \$1 million combined single limit; and (e) Errors & Omissions coverage at \$1 million per coverage and in the aggregate. Consultant's insurance shall be primary, and any insurance maintained by NISUM shall be excess to and not contribute to Consultant's insurance. Every policy required under this Section shall contain the following clause: "No reduction, cancellation or expiration of this policy shall become effective until thirty (30) days from the date written notice is actually received by NISUM." Consultant and its personnel shall not undertake any services until all required insurance has been obtained. Consultant shall immediately obtain replacement insurance complying with these requirements upon any cancellation or material revision of its coverage. Within thirty (30) days of execution of this Agreement, and annually thereafter, Consultant shall send Certificate(s) of Insurance confirming such coverage to NISUM. Fulfillment of obligations to procure insurance shall not otherwise relieve Consultant of any liability hereunder or modify Consultant's obligations to indemnify NISUM.

5. Confidentiality and Non-Disclosure

(A) During the course of Consultant's performance of the Services hereunder, Client, NISUM or its affiliates may disclose to Consultant or Consultant's employees/agents, or Consultant or its employees/agents may otherwise have access to, certain confidential and proprietary data of Client, NISUM or its affiliates (including, without limitation, marketing strategies, technical information, customer lists, unreleased products and similar information) and other trade secret information not generally known about Client's, NISUM's or its affiliates' business (collectively, "Confidential Information"). Confidential Information shall include any program licenses and all information that would reasonably be considered confidential or proprietary by Client, NISUM or its affiliates, including but not limited to any information, technical data, content or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, research, development, employees, organization, activities, policies, products, client lists, financial information or projections, business plans or opportunities, business strategies, future projects or products, projects or products under consideration, costs, pricing or pricing structures, or profit margins, passwords, pins, customer or consumer information including, but not limited to names, addresses, credit, credit card account numbers and related information, social security, and any other identifying information. Such Confidential Information shall also include any written reports, findings, conclusions, recommendations, or reporting data and analysis prepared by a party and provided to its clients or to each other.

(B) Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of Consultant or its employees/agents; or (b) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from the NISUM, Client or NISUM's affiliates; or (c) is lawfully disclosed to Consultant by a third party without restriction on disclosure; or (d) is independently developed by Consultant separate and apart from any obligations or duties hereunder, without use or reference to the Confidential Information, as demonstrated by written records contemporaneous with such development.

(C) It is the express intent of this Agreement that the Consultant and its employees/agents not disclose to any third party Confidential Information learned in the performance of Services hereunder. Consultant agrees to not make any Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation Services provided under this Agreement. Consultant agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Consultant represents that it has, with each of its employees/agents who may receive access to any Confidential Information, an appropriate written agreement sufficient to enable them to comply with all of the confidentiality provisions of this Agreement.

(D) Notwithstanding any language to the contrary in this Agreement, Consultant shall have the right to disclose to its bona fide tax advisors or legal advisors those terms and conditions of this Agreement or Confidential Information that such advisor has a bona fide need to know in connection with their representation of Consultant and such advisor is legally bound by confidentiality provisions no less restrictive than those contained herein.

(E) Notwithstanding the prohibition against disclosure herein, Consultant may disclose Confidential Information in accordance with a judicial order or other governmental order, provided that such Consultant gives NISUM reasonable notice prior to such disclosure to allow NISUM a reasonable opportunity to seek a protective order or equivalent.

(F) Consultant acknowledges that any disclosure or unauthorized use of Confidential Information shall constitute a material breach of this Agreement and cause substantial harm to Client, NISUM or its affiliates for which damages would not be a fully adequate remedy and, therefore, in the event of any such breach, in addition to other available remedies, Client, NISUM or its affiliates shall have the right to obtain injunctive relief.

(G) Notwithstanding any other provision of this Agreement to the contrary, during a period of 1(one) years thereafter the termination of the initial agreement and any renewal period:

- i) Consultant shall not, and shall not attempt to, directly or indirectly, for Consultant or for any other person or entity call on, solicit or take away any of NISUM's customers or potential customers of which Consultant became aware as a result of Consultant's Services hereunder
- ii) either party shall not induce any employee of the other party to leave his or her employment and to work for them, directly hire such employee or place or attempt to

place any such employee with any other business on either a temporary or permanent basis.

6. *Proprietary Rights.*

(A) Any and all information, materials, applications, systems, code, processes or any other item or matter provide to Consultant or its employees/agents by NISUM, will remain the sole property of NISUM and any such information, material or items is provided to Consultant or its employees/agents solely for the purpose of providing the Services hereunder.

(B) Consultant understands and agrees that any artwork, graphic design work, web design work, audio-visual work, product design, literary work, manufacturing process, business method or other invention, work of creative authorship, or work product produced by Consultant hereunder, and any writings, discoveries and developments directly related to the Services (collectively "Work Product"), are works specially ordered by NISUM and made for hire and, as such, NISUM is deemed to be the author of the Work Product, is the exclusive and sole owner of all rights in and to the Work Product, including without limitation all United States and international copyright, trademark, trade dress, trade secret, design, patent and any other intellectual property rights in the Work Product. Consultant hereby assigns to NISUM, and upon creation of each element of each piece of Work Product or Services automatically assigns to NISUM any and all rights Consultant may have in such Work Product, now or in the future, including any copyrights or proprietary rights, and agrees that if any Work Product that Consultant creates hereunder cannot be considered works made for hire under 17 U.S.C. §§101 and 201b, Consultant shall, without further consideration, assign to NISUM all rights Consultant may have in such Work Product, and shall take such action as NISUM shall reasonably request in order to perfect or evidence NISUM's rights, title and/or interest in and to such Work Product and, where applicable, to enable NISUM to obtain and maintain copyright or other legal protection therefor anywhere in the world.

7. *Independent Contractor Status*

(A) Consultant shall perform the Services hereunder as an independent contractor and, as such, shall not represent or consider itself as an officer, employee, partner, agent or principal of NISUM or any of its affiliates. Further, nothing herein shall be deemed or construed as creating a joint venture, fiduciary relationship, agency, association, partnership or other affiliation between Consultant and NISUM or any of its affiliates. Consultant represents that Consultant (i) offers similar services to the general public and (ii) has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of NISUM. Consultant shall be solely responsible for the professional performance of the Services.

(B) All Services will be provided by an employee of Consultant. NISUM shall not be obligated to, and shall not, withhold any amounts from Consultant's compensation for the payment of taxes. Consultant is solely responsible for and shall pay, when and as due, any and all taxes (including estimated taxes) incurred and all insurance payable as a result of Consultant's compensation hereunder and shall provide NISUM with proof of such payments upon demand. Consultant also agrees it is solely responsible for any

applicable federal and state employment taxes, including but not limited to, social security, Medicare, Federal Unemployment Tax Act ("FUTA") taxes, federal income tax withholding, and state income tax withholding, regarding any individuals Consultant may employ for purposes of providing services under this Agreement. It is further understood that during the term of this Agreement and anytime subsequent to its termination, neither Consultant nor any of its employees, subcontractors or subcontractor's employees, shall be entitled to participate in or, receive, accrue or make any claim against NISUM or any other NISUM affiliated company for any benefits under any pension, profit-sharing, stock options, bonuses, or other benefits or insurance plans of NISUM or any other NISUM affiliated company, howsoever designated, or any other rights or benefits which NISUM or any other NISUM affiliated company may from time to time make available to its own direct employees or which may otherwise be available to NISUM's or any NISUM affiliated company's own direct employees (including but not limited to claims for unemployment or workers' compensation insurance). Consultant further agrees to indemnify, defend and hold NISUM and each of its NISUM affiliated companies, and their respective current and former directors, officers, employees and shareholders, harmless from and against any and all claims relating to federal and/or state employment taxes as described herein above, as well as, any and all claims which Consultant or Consultant's employees, subcontractors, subcontractor's employees, beneficiaries, successors or assigns may hereafter assert with respect to its or his or her right to participate in, receive or make a claim for any benefit as described herein above. Consultant shall be responsible for providing, at Consultant's expense and in Consultant's name, disability, workers' compensation, unemployment, liability and other commercially reasonable types of insurance, as well as all licenses and permits usual or necessary for performing the Services hereunder, relating to Consultant and any individuals that may be employed and directed by Consultant, and shall provide NISUM with evidence of the same upon request.

(C) In the event that Consultant is given access to NISUM's premises for purposes of performing the Services, Consultant shall perform such work only in the area(s) specified by the designated NISUM representative and only in accordance with NISUM's established security procedures. In addition, Consultant shall limit its communications with third parties only to those communications that are necessary for Consultant to provide the services hereunder, and only after receiving the prior approval of the designated NISUM representative.

(D) The Services are personal in nature and cannot be assigned or subtracted to others. Consultant shall not subcontract any of the Services to be performed hereunder without NISUM's prior written consent, which may be exercised in NISUM's sole and absolute discretion. Consultant further agrees that, as a condition of securing any such authorization, Consultant will be responsible for obtaining (and providing to NISUM) an executed written agreement from any such subcontractor promising NISUM that said subcontractor will abide by the same terms and conditions as listed herein.

8. Compliance with Laws and Equal Opportunity Employer. Consultant shall comply with all applicable federal, state or local or other governmental law, statute, ordinance, rule, or regulation, including but not limited to any such law pertaining to employment discrimination, wage and hour, fair credit reporting, employee benefits, workers'

compensation and/or health and safety. Consultant hereby represents and warrants that Consultant is an equal opportunity employer and does employ individuals regardless of race, sex, color, religion, creed, ancestry, national origin, physical or mental disability, age, marital status or other protected class status pursuant to applicable law. Consultant agrees and warrants that it will not reject individuals for employment or otherwise deem individuals unacceptable or take or make any other action against individuals for any reason prohibited by federal, state or local laws, ordinances, or regulations, including but not limited to, any such laws, ordinances or regulations pertaining to employment discrimination or employee safety. Should any of Consultant's employees file a claim against NISUM or any NISUM affiliated company asserting that he/she has been subjected to alleged wrongful acts under any applicable law, statute, ordinance, rule or regulation arising out of the alleged acts or omissions of Consultant, then Consultant shall indemnify, defend and hold NISUM and each of its NISUM affiliated companies, and their respective current and former directors, officers, employees and shareholders, harmless from and against any and all such claims.

9. Consultant Representations and Warranties. Consultant hereby represents and warrants that the Services shall be free from infringement or violation of all patents, trademarks, copyrights, trade secrets or any other intellectual property of any third party. Consultant hereby represents and warrants that it shall perform the Services in a manner conforming to generally accepted industry standards and practices and that Consultant's employees, consultants, contractors and agents have a level of skill commensurate with the requirements of the Services. Consultant represents and warrants that the Services furnished hereunder shall be free from material errors and defects in workmanship and materials, and shall conform with the specifications, functionality and delivery schedules as set forth in Schedule A.

10. Computing Network Access. In the event NISUM grants Consultant remote, onsite or other access to its computing network (the "Network"), Consultant shall: i) secure the IDs and passwords that NISUM provides; ii) immediately notify NISUM of any breach of Network security, and; iii) take all steps reasonably necessary to prevent equipment or services from being used by unauthorized employees or third parties. Under no circumstances shall Consultant share a provided ID and/or password with unauthorized employees or third parties. Consultant agrees not to make any information or data, including Confidential Information, available in any form to any third party or to use and such information or data for any purpose other than the performance of the Services provided under this Agreement.

11. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by NISUM, which approval shall not be unreasonably withheld), protect and hold harmless NISUM and each of NISUM's employees, partners, officers, directors, shareholders, subsidiaries, parents or affiliated companies, successors and assigns, from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, awards, fines, penalties, liabilities, consequential damages, costs and expenses (including without limitation attorney fees, court costs, arbitrator and arbitration expenses, and all other professional, expert or consultant fees and costs) of every kind and nature whatsoever arising from or in any manner related to (directly or indirectly) the

performance of Services hereunder or resulting from any negligent act or omission of Consultant or any breach or failure of Consultant to perform any of the representations, warranties or agreements contained in this Agreement, except to the extent said liability is determined to be the result of NISUM's sole negligence, or willful or intentional misconduct. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Consultant. Such defense obligations shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Consultant. Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have for a breach by Consultant of any of the provisions of this Agreement.

12. Term and Termination. This Agreement shall be effective for the period(s) set forth in Schedule C attached hereto.

13. General

(A) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. With respect to any dispute, proceeding, claim or controversy arising out of this Agreement or related to this Agreement, each party hereby consents to the jurisdiction and exclusive venue of the state or federal courts in the State of California, County of Orange, and waive any objection or defense based on forum non convenience or any other claims relating to venue.

(B) Enforceability. The obligations hereunder shall be enforceable by injunction or other equitable means, pending litigation, as well as upon the final determination thereof, it being understood that damages for failure to comply with such obligations cannot be adequately measured, and that the granting of such injunctive relief shall be without prejudice to any other right of action which may accrue by reason of any breach of the obligation under this Agreement.

(C) Severability. It is expressly agreed that should a court of competent jurisdiction determine that one or more of the restrictions set forth herein is overly broad or otherwise invalid, such court is hereby authorized and empowered to rewrite such restrictions in such a manner as would be acceptable to and enforceable by it. Any such determination of invalidity shall not affect the enforceability of those provisions not found to be invalid or the availability of injunctive relief to secure to either party the benefits thereof.

(D) Entire Agreement. This Agreement, including the attached Schedules or Exhibits, constitute the entire understanding between NISUM and Consultant relating to the terms and conditions of the Services, and expressly supersede any other agreements or understandings between the parties and any proposal of Consultant.

(E) Time is of the Essence. For all provisions of this Agreement, time is of the essence.

(F) Notices. All notices to be given by the Parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the specified address and left with a responsible person or when sent by registered or certified mail or by an overnight delivery service providing a receipt of delivery addressed to the parties at their respective addresses herein below given, or to such other address as either Party shall have notified the other, in like manner, to be its proper business address. The date of notice shall be deemed to be the date of receipt, except that when notice is mailed it shall be deemed to be the date of mailing so long as the Postal Service certifies actual delivery; a refusal of a registered or certified notice shall be deemed to constitute actual delivery hereunder.

To Consultant:

Sun Light Technologies Inc.
5400 Laurel Springs Pkwy, Ste 903, Suwanee, GA 30024
Venkat
Designation: Manager
Phone: 856 599 8749
Email: venkat@sunlighttechinc.com

To Nisum: Nisum Technologies, Inc.
500 S. Kramer Blvd.
Suite No. 301
Brea CA 92821
Attention: Contracts Department
Email: ap@nisum.com

INVOICES TO NISUM - SUBMIT VIA EMAIL TO: ap@nisum.com

(G) Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party. No delay in exercising any right shall be a waiver not shall a waiver on one occasion operate as a waiver of such right on a future occasion, except as expressly stated herein.

(H) Attorney Fees. Should any dispute arise between the parties arising out of the performance or interpretation of this Agreement, the prevailing party in any litigation or arbitration shall be entitled to recover its reasonable attorney fees and court costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Nisum Technologies, Inc.

Sun Light Technologies Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____ Date: _____


SCHEDULE A

Services

This Schedule is a part of the Consulting Services Agreement (“Agreement”) between NISUM Technologies, Inc. (“NISUM”) and **Sun Light Technologies Inc.**, (Consultant”), dated **March 02nd, 2023**. Any term not otherwise defined herein, shall have the meaning specified in the agreement. In the event any term herein is inconsistent with the Agreement, the term of this Schedule shall govern.

PROJECT DESCRIPTION:

Description: UI Developer

Nisum Technologies, Inc.	Sun Light Technologies Inc.
By: _____ (Authorized Signature)	By:  (Authorized Signature)
Name: _____	Name: Venkat V
Title: _____	Title: Manager
Date: _____	Date: 03/06/2023