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SUBCONTRACTING AGREEMENT

This subcontracting agreement (hereinafter referred to as "Agreement") is made on November 26 2025 (“Effective Date”) by and between:

DevSpark LLC (hereinafter referred to as intive), a Delaware corporation;

and

Genia Software Developers LLC (hereinafter referred to as the "Company"), a Florida corporation, located at 2721 Executive Park Drive, Suite 4 Weston, Florida 33331 USA.

intive and the Company are hereinafter jointly referred to as the “Parties” and severally as the “Party”.

WHEREAS,

(a) intive is a company providing various software development and related services to its customers;

(b) Company is an integrated service company,;

(c) The Parties wish to agree on the terms and conditions pursuant to which intive will be entitled to order certain subcontracting services from the Company and pursuant to which the Company will provide services to intive.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

The capitalised terms used in this Agreement shall have the following meanings:

"Affiliate" of a Party and the correlative “Affiliated” shall mean an entity (i) which is directly or indirectly controlling the Party; (ii) which is under the same direct or indirect control as the Party; or (iii) which is directly or indirectly controlled by the Party. For these purposes, an entity shall be treated as being controlled by another if that other entity owns, whether directly or indirectly, fifty percent (50%) or more of the voting rights in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Agreement" shall mean this Agreement and its appendices together with any work order or similar document, included in the Agreement by reference or submitted by intive to the Company for the performance of Services.

"Information" shall mean diagrams, graphs, models, trade secrets, sketches, technical data, research, development information, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and materials, company names, proprietary ideas, concepts, know-how, methodologies, other, whether marked confidential or not, and all other information of either Party, its Affiliates or third parties to whom such Party has a duty of confidentiality, or any other information or material which is marked as confidential and disclosed by either Party to the other Party for the purposes hereof or otherwise coming to the knowledge of either Party in connection with an Agreement.

“Intellectual Property Rights” / “IPR”- all rights to/in: patents, (including without limitation all patent applications, provisionals, inventors’ certificates, substitutions, extensions, reissues, renewals and other similar filings), inventions (whether or not patentable), industrial designs, utility models, trademarks and service marks regardless of whether they have been registered or otherwise formalized, trade secrets, licenses, formulas, logos, domain names, trade dress, techniques, knowledge, methods, processes, discoveries, copyrights (including without limitation right to amend and further develop as well assign and sub-license ones rights), rights in designs (including design registrations and design rights), chip topography rights, and rights in know-how, in each case whether registered or unregistered and including applications for grant of any of the foregoing and all rights or forms of protection having

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equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world;

“Personal Data” shall mean any information that may be, directly or indirectly referable to a natural person;

"Results" shall mean any material and documentation in whatever form arising out of or relating to the Services pursuant to this Agreement or Work Order, including but not limited to, all source codes and object codes, any enhancements, modifications, applications and documentation, whether specified in the contractual documents or not as “Result”.

"Services" shall mean any consulting, designing, programming and other professional services and works as defined in the Work Order as well as the Results as defined herein.

“Work Order; WO” / “Statement of Work; SOW” shall mean a request for performance of the Services executed between intive to Company. A template of the Statement of Work shall be attached to this Agreement as Appendix 1.

2. Purpose of the Agreement

2.1 The purpose of this Agreement is to specify the conditions under which the Services shall be ordered by intive or any of its Affiliates from the Company and conditions under which the Services shall be performed.

2.2 During the term of this Agreement any Services ordered by intive from the Company shall be subject to and governed by the terms and conditions of this Agreement. The terms and conditions of this Agreement shall take precedence over any conflicting terms and conditions in any Work Order, proposal, invoice or other instrument relating to this Agreement, unless otherwise expressly agreed by the Parties in writing in the respective document.

2.3 For avoidance of doubt, the Parties acknowledge that intive is under no obligation to order Services from the Company under this Agreement but each order of Services shall be subject to a separate Work Order duly executed between the Parties.

3. Scope of Services, Work Order

3.1 Intive may from time to time request Company to performed Services as defined in the Work Order.

3.2 The Parties shall specify in the Work Order the Services that the Company shall perform and any other related details.

3.3 The Work Order shall be subject to and governed by the terms of this Agreement provided that in case further, broader or additional rights of intive or obligations of the Company than resulting from this Agreement and/or applicable statutory provisions (further: “Additional Terms”) result from the Statement of Work or attachments thereto such Additional Terms shall apply and prevail over any terms and conditions resulting from this Agreement.

3.4 The Services provided by the Company must correspond to the recognized state of the art in science and technology. In addition the Company must observe the specific provisions and guidelines of intive with respect to performance of Services. The Services shall be performed by specialists that have adequate skills, competence and experience required for proper performance of Services.

4. General Requirements

4.1 The Services shall be performed in a timely manner and in accordance with all due skill, diligence, prudence and foresight which would reasonably be expected from a professional skilled and experienced with respect to the proper provision of the Services.

4.2 When performing Services to intive, the following requirements shall apply:

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(i) any instructions given by intive during the performance of Services shall be followed;

(ii) intive's customers can be contacted only upon prior approval of intive;

(iii) all applicable rules and guidelines of intive valid from time to time, including but not limited to guidelines relating to the use of information systems and security systems, working processes and hour reporting as well as intive's Code of Conduct and Anti-fraud policy and the like shall be followed;

(iv) all provisions of applicable laws and regulations relating to the Services and relevant Work Order, including but not limited to privacy and data protection laws and regulations as set forth in Section 13 shall be followed;

(v) the Company will comply with (and not cause intive to be in a breach of) any applicable law;

(vi) the Company will obtain, maintain and comply with all the licenses, permissions, authorizations, consents and permits that Company needs to carry out its obligations, including inter alia all licenses, permissions, authorizations, consents and permits needed to legally perform Services;

(vii) the Company will ensure that each and every effect of the Services (i.a. Result) is complete, accurate and sufficient for their purposes agreed between Company and intive;

(viii) the Company will promptly report to intive any event that may give rise to a breach of this Agreement and/or relevant policies in connection with the performance of this Agreement;

(ix) the Company will observe whether all of Company's contractual obligations under this Agreement remain valid and enforceable in the jurisdictions in which the Services are to be provided or supplied from.

4.3 Notwithstanding any degree of supervision exercised by intive over the Services, no person engaged by the Company to performance of Services shall be deemed to be the employee of the Company. Under no circumstances shall the relationship of employer and employee be deemed to arise between intive and the Company or any person the Company engages for the purpose of performance of the Services.

5. Independent Contractor

5.1 Each Party agrees that its relationship with the other is that of an independent contractor and nothing in this Agreement or any Work Order shall be construed as creating a partnership, joint venture or employer-employee relationship. Neither the Company nor any of employees, workers, approved sub-contractors or agents engaged by the Company for performing the Services ("Company Personnel"), shall be entitled to any of the benefits that intive may make available to its employees. The Company shall be solely and fully liable for payment of any remuneration due to its employees and consultants engaged by the Company for performing the Services and complying with all applicable law. The Company is liable for actions and omissions of Company Personnel like for Company's own actions and omissions.

6. Company Personnel

6.1 The Company shall procure that all Company Personnel" attending intive's or a third party's site in connection with this Agreement comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices and regulations.

6.2 The Company shall: (a) be solely responsible for all matters arising out of any contract of employment or engagement for Company Personnel, whether express or implied; and (b) not do (or omit to do) anything which could or could be expected to imply an employment relationship between intive and such Company Personnel.

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6.3 The Company warrants, represents and undertakes that the Company shall deduct any applicable income tax and employer and employee related contributions (**'ERC'**) from the Company Personnel's pay and pay all such ERC as required by applicable law.

6.4 The Company indemnifies and holds harmless intive against any costs, loses and damage including any employer or employee tax or national or social security insurance liabilities which intive may suffer or be obliged to pay as a result of any claim or threatened claim that an employment or other relationship exists between intive and the Company Personnel or arising out of your failure to comply with this clause 6.

7. Company Responsibilities

7.1 The Company shall comply with intive subcontractor qualification criteria valid from time to time. The Company shall, upon intive's request, demonstrate to intive its conformance with the criteria and in case there would, at any time, be a material deviation or shortcoming by the Company to meet any criteria, the Company shall immediately report such deviation to intive. Intive shall also have the right to audit the Company's compliance of the criteria, the Agreement and/or the Work Orders(s), and the Company shall provide intive, or a third party appointed by intive to perform the audit, all information and support needed for the verification thereof.

7.2 Furthermore, throughout the term of this Agreement, the Company shall maintain and shall not commence services under this Agreement until it has obtained the following insurance policies issued by generally recognized insurers: General Liability Policy with coverage limit for single claim not lower than USD 1,000,000, Professional Liability Insurance with the coverage limit for single claim not lower than USD 1,000,000 as well as other additional insurance as required pursuant to the respective Work Order.

7.3 The Company shall comply with all laws applicable with respect to its performance of its obligations and exercise of its rights under the Agreement. In particular the Company shall comply with all applicable laws administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, His Majesty's Treasury ("HMT") or other relevant sanctions authority ("Sanction Laws") imposing export controls, trade sanctions restrictive measures and other mandatory regulations of the same nature ("Sanction Laws"), including designating countries, entities and persons ("Sanctions Targets") and not directly or indirectly export, re-export or otherwise deliver any proceeds or services to a Sanctions Target, or finance or otherwise facilitate any transaction in violation of any Sanction Laws. The Company represents that none of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions resulting from Sanctions Laws (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, (each, a "Sanctioned Country"). For the past five years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

8. Warranties

8.1 Warranty of Authority

Each Party hereby warrants to the other that it has the requisite corporate power and authority to enter into and perform fully the Agreement and/or Work Order and that the execution, delivery and performance thereof will not conflict with any other agreement to which it is a party. The Agreement and any Work Order concluded thereunder has been duly authorised, executed and delivered by each Party hereto.

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8.2 Warranty for Title

The Company represents and warrants to intive that intive shall receive good title as well as all rights, including without limitation all relevant intellectual property rights, to and in any and all Results free and clear of any encumbrances, in particular the Company represents and warrants that the receipt, possession and/or use (as the case may be) of the Results and Services in agreed scope and enjoyment of the benefit of rights under this Agreement by intive shall not infringe any intellectual property rights of any third person. Furthermore, the Company hereby acknowledges and agrees that it has no right to assert any liens over the Results or withhold performance of Services under any circumstances whatsoever.

9. Prices and Terms of Payment

9.1 The prices fees for the Services shall be calculated based on daily/hourly rates or as a fixed price for a defined scope of works as specified by the Parties in the Work Order.

9.2 The Company shall invoice intive for all duly performed Services after they are approved by intive.

9.3 If an invoice of the Company is not correct or adequate in intive's sole but reasonable opinion, intive shall notify the Company within 10 work days from the date of receipt of invoice, and the Company shall provide intive with a correct invoice being payable in accordance with this Section 9.

9.4 Any travel arrangements must be accepted by intive in advance in writing. Accepted reasonable travel and accommodation expenses will be separately reimbursed by intive against receipts and detailed invoices. Intive shall not reimburse travelling hours.

9.5 All amounts payable are gross amounts but exclusive of any value added tax. Intive shall be entitled to withhold from payments any applicable withholding taxes.

9.6 The Company shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any Work Order and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is reasonably sufficient to enable intive to obtain any credits available to it.

9.7 The prices shall be expressed and the payments shall be made in USD (United States dollar) unless another currency has been agreed to in writing by the Parties. Company's invoices shall become payable within ten (10) days of the date of receipt of the invoice by intive, provided that intive has approved the invoice as defined above.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights arising out of or related to Services and/or the Results shall automatically vest in, and be the sole and exclusive property of intive, whether or not specifically recognized or perfected under applicable law. Furthermore, the Company agrees not to engage in any acts that might jeopardize, or contest or attempt to acquire, any rights of intive in or to the Services or Results, and shall upon request without cost to intive promptly execute all such documents as may be necessary to effectuate the vesting in, or transfer to, intive of such rights. If and to the extent it is impossible as a matter of law to automatically acquire any IPR by intive, the Company assigns all such IPR to intive as of the moment of delivery of the Services and/or the Results to intive or intive’s customer and cause each person engaged by the Company to perform Services including any approved subcontractors to assign any and all such rights to intive and take such additional actions and have any and all required agreements in place as is necessary, or as may be requested by intive, to perfect any rights of intive to all relevant intellectual property rights related to any Services and/or the Results.

10.2 If and to the extent it is impossible as a matter of law to transfer ownership in any Intellectual Property Rights or any part thereof from the Company or any person the Company engaged to perform Services including subcontractors to intive, the Company hereby grants intive, and

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represents and warrants and will take all necessary steps to ensure that any persons it engaged to perform Services including subcontractors will also grant intive, an exclusive, fully-paid up, unlimited, irrevocable, perpetual and world-wide license to use, modify, distribute and exploit in all possible ways, including without limitation the right to sublicense, any and all Intellectual Property Rights relating to the Results.

10.3 Intive will own all rights in any copies, translations, modifications, adaptations or derivatives of the Results and Services, including any improvements thereof. For the avoidance of doubt, the Parties hereby confirm that intive shall have the sole right to copy, distribute, amend, modify, develop, sublicense, sell, transfer and assign the Results, associated documentation, or any enhancements thereof.

10.4 Nothing in an Agreement shall be interpreted as granting to the Company any rights in or to the Results or Services or any license to copy, adapt or take any other action in respect of same.

10.5 Results which are software programs and/or code shall be provided to intive in source and object code form, and with documentation enabling a reasonably skilled programmer to maintain such Results without help of the Company. Results may not, without the prior written approval of intive included in the respective Work Order, incorporate any third party software, components or materials, including, without limitation, any software or other material that is distributed as “freeware,” “open source software” or under similar licensing or distribution terms.

10.6 The Company shall, upon request by intive at any time, including upon expiry or termination of the Agreement and/or Contract, promptly deliver any and all Information and Results to intive whether or not completed and, if intive so requests, promptly destroy any and all reproductions it may have thereof.

10.7 The Company shall deliver to intive all source code produced as a result of performance of Services, by storing it in a repository indicated by intive.

11. Indemnification and Limitation of Liability

11.1 The Company shall indemnify, defend, and hold intive harmless from and against any claims, actions, damages, losses, costs and expenditures, including but not limited to attorneys' fees and costs, incurred by intive, its Affiliates, customers, partners, subcontractors or other contracting parties as a result of any infringement or alleged infringement of any third party patents, copyrights, trademarks, registered designs or other intellectual property rights arising out of or relating to any Services and/or Results. Notwithstanding the Company's primary right to have control over defence, (i) intive may take all necessary steps, at the expense of the Company, to defend itself until the Company, to the reasonable satisfaction of intive, assigns a counsel and initiates defence in a professional manner; and (ii) whenever the third party making such claim is an Affiliate to the Company, intive may, at its option and at the expense of the Company, have full control over defence, and the Company agrees to fully cooperate with such defence.

11.2 The Company shall promptly indemnify and hold intive harmless from and against any and all claims in relation to damage to property or injury or death to persons, including product liability, arising out of or relating to the Services or the Results, and will maintain in force and on request give intive sufficient evidence of adequate third party liability insurance as well as such other insurances that are necessary in each case, relative to its obligations under this Section 11.

11.3 Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special or punitive damages, including, whether in Agreement, tort, or otherwise, except for injury to persons, breach of Sections: 10 (Intellectual Property Rights), 12 (Confidentiality) 13. (Personal Data), 14 (Non-competition) or in cases of intentional misconduct or gross negligence.

12. Confidentiality

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12.1 General Confidentiality Obligations

12.1.1 Each Party undertake in respect of any Information received from the other Party, at all times to (i) hold in strictest confidence, (ii) ensure that its employees shall not disclose or make available to a third party other than with the prior written consent of the disclosing Party, to be given separately in each case, (iii) limit access thereto only to those of its employees who have a need to know thereof for their performance of the relevant Work Order and only then on the basis of a clear understanding by such employees (of their obligation to maintain the confidentiality of such Information, (iv) use only for the purposes of an Agreement and (v) not print, publicise or otherwise disclose to any third party, any Information of the disclosing Party.

12.1.2 The above mentioned limitations shall not apply to Information which the receiving Party can establish by written records (i) was known by the receiving Party under no obligation of confidence at the time of disclosure by disclosing Party; or (ii) is or becomes publicly known through no wrongful act of the receiving Party (including employees of the Party); or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to disclosing Party;

12.1.3 Without prejudice to the generality of the aforesaid, the receiving Party agrees to protect the confidentiality of the Information at least with the same degree of care as it exercises with respect to its own confidential information and business secrets.

12.1.4 The provisions of this Section 12 shall bind the Parties for a period of three (3) years from the date of disclosure of any item of Information regardless of any earlier termination, expiry or fulfilment of the relevant Work Order.

12.1.5 For the avoidance of doubt, the existence of this Agreement or any Work Order including their content is strictly confidential and considered as “Information” for the purposes of this Agreement. The Company shall not publicize nor make any press release relating to the Agreement unless specially approved by intive in writing in advance. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that intive may at any time inform the relevant intive customer or partner of the Company’s performance of the Services and all related issues and provide the intive customer with all materials as necessary or requested.

12.2 Confidentiality Agreement

12.2.1 The Company will cause each person it engaged to perform Services under any Work Order is aware of its confidential nature and is bound by confidentiality obligation not less stringent then resulting from this Agreement. If so requested by intive customer that in order to be engaged to perform Services each person is obliged to sign individual statement or agreement on confidentiality the Company shall ensure that only such individuals are engaged who have signed the respective confidentiality obligation.

13. Personal Data

13.1 The Company shall comply with any privacy and data protection laws and regulations applicable to the Services from time to time. Particularly, the Company shall ensure that any processing of Personal Data in the connection with this Agreement, in particular of intive’s customers, employees or partners, is done in strict compliance with any applicable Personal Data legislation.

13.2 The Company shall not process Personal Data over and above what is necessary in order to perform and provide Services under the Work Order.

13.3 Company acknowledges and agrees that any Personal Data may not be transferred to another country.

13.4 Where the Company acts as a processor in relation to intive’s Personal Data, the Parties will enter into separate Data Processing Agreement. The Company, while acting as a processor, will: (i) process Personal Data only on intive’s documented instructions; (ii) implement appropriate technical and organizational measures applied to ensure Personal Data security, including by imposing confidentiality obligations on any person it engages to perform the Services; (iii) transfer Personal Data to sub-processors only under (a) a written contract which imposes obligations equivalent or higher to those in separate Data Processing Agreement

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between Parties and (b) intive's written authorization to transfer Personal Data to those sub-processors; (iv) provide intive with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with intive's data security obligations under applicable data protection laws; (v) notify intive without undue delay after becoming aware of a Personal Data breach; (vi) on intive's request either return or destroy Personal Data at the end of this Agreement (except as required by applicable law or regulation); and (vii) on intive's written request, provide intive with reasonable information necessary to demonstrate its compliance with Personal Data legislation and Data Processing Agreement, which may include any available third party security audit reports.

13.5 The performance of the Agreement involves processing of personal data of the employees, co-workers and representatives of the Company, designated to conclude or perform the Agreement. Such processing will be carried out by intive as a data controller, which is subject to obligations under the GDPR, including the information obligation referred to in Articles 13 and 14 of the GDPR. Therefore, the Company undertakes to fulfil the information obligation on behalf of intive by presenting to each of its employees, co-workers and representatives, whose data has been provided to intive in connection with the conclusion and performance of the Agreement, the information on how intive processes their data, including the rights of individuals, as set out in intive's Privacy Policy that can be found at https://intive.com/privacy-policy in the section 'Information obligation dedicated to the parties to the contracts concluded by intive or those parties' employees, co-workers and representatives'.

14. Non-competition

14.1 The Company shall not, during the validity of this Agreement and any Work Order and for one (1) year thereafter, distribute or offer any services or products similar to the Services and/or Results as performed and delivered based on SOW to intive's customer without intive's prior written approval.

15. Force Majeure

15.1 For the purposes of this Agreement and the Work Order, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes such Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, the outbreak of war, riots, sabotage, general shortage of energy, explosion, epidemics, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies and the like being beyond the reasonable control of the Party invoking the same.

15.2 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Agreement or Work Order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precaution, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of an Agreement. The non-fulfilment by a subcontractor of its obligations shall only constitute an event of Force Majeure in case the relevant subcontractor is prevented from fulfilling its pertinent obligations due to a reason constituting Force Majeure hereunder.

15.3 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as reasonably possible following the occurrence of such event and similarly give notice of the restoration of normal conditions. The Parties shall take all reasonable measures to minimise the consequences of Force Majeure.

15.4 Any period within which a Party shall, pursuant to an Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action or task as a result of Force Majeure.

15.5 Each Party shall be entitled to terminate the affected Work Order and/or Agreement forthwith in case of an event of Force Majeure in excess of thirty (30) days.

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16. Term and Termination

16.1 This Agreement shall become valid on the Effective Date and shall remain valid for 12 months from the Effective Date. No later than one (1) month prior to its expiration, the Parties shall review the terms of this Agreement and decide whether to extend it. Any extension shall be formalized by means of an amendment (addendum) duly executed by both Parties.

16.2 The duration of each Work Order shall be defined in the respective Work Order. For avoidance of doubt, the expiration or termination of the Agreement shall not affect the validity of the Work Order.

16.3 The Agreement and/or Work Order may be terminated with immediate effect by written notice by the non-defaulting Party in the event that (i) the other Party commits a material breach of the Agreement and/or Work Order and fails to remedy such breach within ten (10) days after having been given written notice in respect thereof; or (ii) the other Party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of such other Party's business or if an administration order is made in respect of such other Party or (iii) if there is a change in the control of the Company.

16.4 Intive shall be entitled to terminate any Work Order for convenience in whole or in part at any time with 30 days written notice to the Company. intive is also entitled to terminate the Work Order with the Company with immediate effect if the contract with intive's customer – within the scope of which the Company provides subcontractor services – is terminated.

16.5 Upon termination of the Work Order for whatever reason, the Company shall be entitled to receive, as Company's sole and exclusive compensation, the hourly fees, or in case of fixed price the pro rata share of the Services properly completed until the time of termination, and the Company shall not be entitled to any further compensation or damages. The rights to the Results created up to the point of termination shall transfer to intive at the time of termination at the latest. If not handed over before termination the Company shall immediately without request hand over all Results created prior to termination to intive.

16.6 In the event of termination or expiration of the Agreement, Sections 8 (Warranties), 10 (IPR), 11 (Indemnification and Limitation of Liability), 12 (Confidentiality), 14 (Non-competition), 17 (Any-corruption and Modern Slavery provisions) and 18 (Miscellaneous) hereof shall survive.

17. Anti-corruption and Modern Slavery provisions

17.1 The Company hereby agrees that it will not, in connection with this Agreement, or in connection with any other business transactions involving intive, transfer anything of value, directly or indirectly, to any public official, employee of a government-controlled company, political party, or other private (non-government) persons or entities in order to obtain any improper benefit or advantage.

17.2 The Company warrants that no money paid to it as remuneration or otherwise will be used to pay any bribe or kickback in violation of applicable laws.

17.3 The Company further warrants that, save as permitted pursuant to this agreement, no payments will be made by the Company on behalf of intive without obtaining prior written approval from intive. A written accounting record will be kept of all payments made on behalf of intive, or out of funds provided by intive. A copy of this accounting record will be provided to intive as soon as reasonably possible after intive's request. Save as permitted pursuant to this Agreement, at no time shall any payment be made by the Company or its agents or employees (if any) to any undisclosed third party.

17.4 The Company agrees that intive have the right to audit us in order to assure our compliance with the terms of this Clause 16.

17.5 The Company hereby represents and warrants that it and any person it shall engage to perform Services will not take any action that might constitute a violation or breach of any provision of intive's "Anti-bribery and Corruption Policy". By signing this Agreement, the Company confirms that it have read and understood intive's "Anti-bribery and Corruption Policy" and consent to

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be bound by its terms and all applicable anti-corruption laws, in particular U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

17.6 The Company warrants and represents on a continuing basis to intive that neither the Company nor any person it shall engage to perform Services: (i) has committed an offence under the UK Modern Slavery Act 2015 (a “MSA Offence”); (ii) has been notified that it is subject to an investigation or prosecution related to an alleged MSA Offence; or (iii) is aware of any circumstances within its supply chain that could give rise to an MSA Offence.

17.7 The Company will promptly inform intive about any identified violation of any applicable anti-corruption law or a MSA Offence. intive has the right to suspend or terminate the Agreement and any Work Order immediately upon reasonable concern that there has been a violation of any applicable anti-corruption law or a MSA Offence.

18. Miscellaneous

18.1 Unless otherwise specified in the Contract, all notices, consents and approvals under the Contract shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) one (1) business day after being delivered by an express courier with a reliable system for tracking delivery, and (c) when sent by facsimile or electronic mail or by another means specified in this Clause at the address designated in the relevant Agreement.

18.2 The Company may not transfer or assign the Agreement or Work Order or any of its rights, benefits and obligations thereunder without the prior written consent of intive. Intive shall be entitled to assign at any time this Agreement, Work Order or any rights, benefits or obligations thereunder to any third party including to its Affiliates, or to a third party who has acquired intive or its business operations wholly or partly, or to a third party that merges with intive.

18.3 This Agreement or any of the Work Order concluded thereunder do not create any partnership, entity or relationship beyond the scope set forth herein and an Agreement shall not constitute either Party the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other Party.

18.4 This Agreement and any Work Order concluded thereunder shall be governed by and construed in accordance with the laws of New York, which provisions apply also in any issues not regulated by this Agreement and Work Order, excluding its choice of law provisions (“International Private Law”) that may lead to the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CSIG) shall not apply.

18.5 Any dispute, controversy or claim arising out of or relating to this Agreement or any Work Order thereunder shall be subject to the exclusive jurisdiction of the courts in New York, New York , USA.

18.6 Nothing in this Agreement or Work Order shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

19. Appendices

The following Appendices form an integral part of the Agreement:

Appendix 1 Template for Work Order

20. Signatures

Docusign Envelope ID: 290F90F7-D9B5-4148-9853-795FC1BF3B9F

This Agreement has been drawn up in two identical copies, one copy for each Party.

Signed for and on behalf of Devspark LLC by an authorised representative:

DocuSigned by:
Diego Rubio
1F02A9DA8B23497...

……..

Signature of authorised representative

Diego Rubio

Name of authorised representative

26/11/2025……

Date

Signed for and on behalf of Genia Software Developers LLC by an authorised representative:

DocuSigned by:
C2BEC94C34A144C...

……..

Signature of authorised representative

Alejandro Litvinoff

Name of authorised representative

05.12.2025

……

Date