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Independent Contractor and Services Agreement

This agreement (the "Agreement") made on July 31st, 2024 is by and between Devspark LLC (hereinafter the Contractee) and Matias Nicolas Alamo Chalela (hereinafter the Contractor) and supersedes all previous Independent contractor and Services Agreements made between the two Parties.

Contractor Information
Matias Nicolas Alamo Chalela
Asamblea 4313 APT 4 Montevideo, Uruguay.
Email: mat.nicolas97@gmail.com
Phone: 59895110582
EIN/SSN: 4819497-0

The parties, intending to be legally bound, hereby agree as follows:

1. **Scope of Services**. Contractor agrees to undertake and complete the software development services to Contractee in accordance with and on the schedule specified in Appendix A (the "Services"), as an independent contractor, for the benefit of the Contractee.

2. **Term**. The term of this Agreement shall begin on July 1st, 2024 (the "Commencement Date") and continue until terminated in accordance with Section 11 hereof.

3. **Compensation**. As the only consideration due to Contractor regarding the subject matter of this Agreement, Contractee will pay the Contractor for the Services as set forth in Appendix A.

4. **Expenses and Equipment**. The Contractor shall furnish, at its own expense, all basic labor, materials, equipment, supplies and other items necessary to carry out the terms of this Agreement (the "Equipment"), unless otherwise approved by Contractee.

5. **Relationship of Parties**.

    a. ***Relationship of the Parties***. The Contractor is an independent contractor and has the right to control and direct the details of the Services; the Contractee is only interested in the results obtained. Subject to the terms of this Agreement, Contractor, and not Contractee, shall determine the manner and means by which Contractor performs the Services, the location of the performance of the Services and the schedule on which the Services are performed. Unless otherwise specified herein, Contractor shall be responsible for providing all necessary supplies, materials and equipment required for the performance of the Services. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not a partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Contractor shall bear sole responsibility for all acts and omissions of Contractor's personnel, if any. Contractor shall bear sole responsibility for payment of compensation to its personnel, if any. Contractor shall withhold (if applicable), pay and report, for all personnel assigned to the Services, federal, state and local income tax withholding, social security taxes, employment head taxes, unemployment insurance, and any other taxes or charges applicable to such personnel, if any. Contractor shall bear sole responsibility for any health or disability benefits, retirement benefits, or welfare, pension or other benefits (if any) to which such personnel may

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be entitled. Contractor agrees to defend, indemnify, and hold harmless the Contractee, Contractee's officers, directors, employees and agents, affiliates, any benefit plan sponsored by the Contractee, and any fiduciaries or administrators of any such benefit plan, from and against any claims, liabilities, or expenses relating to any claim by Contractor's personnel for compensation, tax, insurance, or benefits from the Contractee or any benefit plan sponsored by the Contractee. Although the actual performance and supervision of all Services shall be by the Contractor, the Services performed by the Contractor must ultimately meet the approval of the Contractee. Therefore, the Contractee shall have a general right of approval, in its sole discretion, of the satisfactory performance and completion of the Services

b. ***Delegation of Work***. The services provided for herein shall be performed by the Contractor, and no other person. The Contractor shall not hire any other person, including, but not limited to, the employees of the Contractee, to perform any portion of the work or services provided herein, including, but not limited to, secretarial, clerical, routine mechanical and similar incidental services, without the prior written approval of the Contractee.

c. ***Nondisparagement***. Contractor and Contractee agree not to, at any time (whether during or after the term of this Agreement), publish or communicate to any person or entity any Disparaging (as defined below) remarks, comments or statements concerning the Contractor or Contractee, its parents, subsidiaries and affiliates, and their respective present and former members, partners, directors, officers, shareholders, employees, agents, attorneys, successors and assigns. "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity or morality or business acumen or abilities in connection with any aspect of the operation of business of the individual or entity being disparaged.

d. ***Non-Compete.*** During the term of this Agreement, the Contractor shall not, directly or indirectly: (i) in any manner whatsoever engage in any capacity with any business competitive with the Business for the Contractor's own benefit or for the benefit of any person other than Contractee; or (ii) have any interest as owner, sole proprietor, shareholder, partner, director, officer, employee, consultant, agent or otherwise in any business competitive with the Business; provided, however, the Contractor may hold, directly or indirectly, solely as an investment, not more than five percent (5%) of the outstanding securities of any person which are listed on any national securities exchange or regularly traded in the over-the-counter market. For the purposes of this Agreement, "Business" means technology consulting and software development.

e. ***Non-Solicitation of Employees.*** During the term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason (the "Restricted Period"), the Contractor shall not hire or, directly or indirectly, initiate communications with, solicit, persuade, entice, induce or encourage any individual who is then or who has been within the preceding twelve (12)-month period, an employee of Contractee or any of its subsidiaries and affiliates to terminate employment with Contractee, or such subsidiary or affiliate, as the case may be, or to become employed by or enter into a contract or other agreement with any other person, and the Contractor shall not approach any such employee for any such purpose or authorize or knowingly approve the taking of any such actions by any other person.

f. ***Non-Solicitation of Clients.*** During the Restricted Period, the Contractor shall not directly or indirectly (i) solicit or attempt to solicit or induce, directly or indirectly, any party who is a customer or client of the Contractee or who was a customer or client of the Contractee within the preceding twelve (12)-month period, for the purpose of marketing, selling or providing to any such party any services or products offered by or available from the Contractee or (ii) encourage any customer or client of the Contractee to terminate or reduce its business relationship with the Contractee.

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6. **Compliance with Laws.** The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the Contractor or to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement.

7. **Proprietary Rights**.

   a. ***Ownership***. Contractee shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Contractor in connection with the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Contractor will promptly disclose and provide all Inventions to Contractee. Contractor hereby makes and agrees to make all assignments necessary to accomplish the foregoing ownership. Contractor shall further assist Contractee, at Contractee's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Contractor hereby irrevocably designates and appoints Contractee and its agents as attorneys-in-fact to act for and on Contractor's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Contractor. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed, modified, commercialized or otherwise exploited (collectively, "Exploited" or "Exploitation") without using or violating technology or intellectual property rights owned or licensed by Contractor and not assigned hereunder, Contractor hereby grants Contractee and its successors a perpetual, irrevocable, worldwide royalty-free, nonexclusive, sublicensable right and license to fully Exploit and exercise all such technology and intellectual property rights in support of Contractee's exercise or Exploitation of the Services, Inventions, other work performed hereunder or any assigned rights (including any modifications, improvements and derivatives of any of the foregoing). Contractor agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that Contractor or anyone acting on Contractor's behalf develops, learns or obtains in connection with the Services or that are received by or for Company in confidence, constitute "Proprietary Information." Furthermore, Contractor understands that this Agreement does not affect Contractor's immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows:

      i (1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

      ii (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

   As additional protection for Inventions and Proprietary Information, and to confirm Contractor's performance in accordance with this Agreement, upon Contractee's request, Contractee may audit Contractor's telecommunications, networking or information processing systems (including, without limitation, stored computer files, e-mail messages and voice messages).

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b. ***Copyrights***.

i **Works Made for Hire**. The Contractor agrees that any materials produced or developed (whether finished or unfinished) under this Agreement will be Works Made for Hire, to the extent the materials come within the terms of the Copyright Act (Title 17 U.S.C., Section 101) and, that the Contractee will own all of the right, title and interest in and to the copyright of said materials.

ii **Transfer and Assignment**. To the extent that the materials produced or developed (whether finished or unfinished) under this Agreement are not Works Made for Hire, the Contractor hereby assigns and transfers to the Contractee all of the Contractor's right, title, and interest in and to any copyright interest the Contractor has or might have in the materials produced or developed (whether finished or unfinished) under this Agreement. The Contractee reserves the right to require the Contractor to sign a further release and/or assignment transferring statutory copyright on any such materials to the Contractee. The Contractor grants to the Contractee for the term of the copyright, and all renewals of the copyright all rights to those materials, including but not limited to, the exclusive right to print, publish, reproduce, lease, copy, distribute and sell the materials produced or developed (whether finished or unfinished) and illustrations, extracts or excerpts from the materials in its own name and others throughout the world without limitation as to territory or language. The Contractee will have the exclusive right to register all copyrights on the materials produced or developed (whether finished or unfinished) in its own name and to obtain any renewals of the copyrights which may be permitted by law and the Contractor assigns to the Contractee all of the Contractor's rights, title and interest in and to said copyrights.

8. **Warranties.**

a. ***Originality***. The Contractor warrants that all materials produced or developed (whether finished or unfinished) under this Agreement are original on the Contractor's part except for such excerpts from copyrighted works as may be included with written permission of the copyright owners; that the Contractor owns and has the right to convey all the rights herein conveyed to the Contractee; and that all the materials produced hereunder do not infringe any copyright or license, violate any property rights, or contain any scandalous, libelous or unlawful matter, and if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.

b. ***Indemnity***. The Contractor will indemnify the Contractee and its officers, directors, employees, members and agents and hold them harmless against all costs, expenses and damages, including attorney's fees, arising from any breach of these warranties.

9. **Non-Disclosure of Information**. The Contractor recognizes, acknowledges and agrees that the Contractee's trade secrets and Proprietary Information, access to and knowledge of which may be necessary to the performance of the Contractor's duties hereunder, are and shall be kept the valuable, special, private, unique and confidential assets of the Contractee. The Contractor agrees to continue to treat as private and confidential all Proprietary Information, and agrees not to, during or after the term of this Agreement, in whole or in part, disclose such Proprietary Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall the Contractor make use of any such Proprietary Information for its own purposes or for the benefit of any person, firm, corporation or other entity (except the Contractee) under any circumstances during or after the term of this Agreement. In addition, the Contractor agrees to hold as the Contractee's property, all memoranda, books, papers, letters, and all other data in whatever medium, and all copies thereof and therefrom, in any way relating to the Contractee's business and affairs, whether made by Contractor or otherwise coming into Contractor's possession or

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control, and on termination of this Agreement for any cause whatsoever, or on demand of the Contractee at any time, to immediately deliver the same to the Contractee.

10. **Indemnification**. The Contractor shall indemnify the Contractee and its officers, directors, employees, members and agents, against all liability or loss, and against all claims or actions based upon or arising out of, or sustained in connection with, any negligent or intentional acts or omissions the Contractor or its employees, or agents, or based upon the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions. The Contractor shall also indemnify the Contractee and its officers, directors, employees, members and agents against all liability or loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or conditions imposed or required under employment insurance, social security and income tax laws with respect to the Contractor and the Contractor's employees engaged in the performance of the services under this Agreement.

11. **Termination**. Either party may terminate this Agreement at any time and for any reason on fifteen (15) days' prior written notice to the other party. Contractee may terminate this Agreement for cause, which such determination of cause shall be in Contractee's sole and reasonable discretion, upon immediate written notice to the Contractor. Upon termination of the Agreement, the Contractor shall continue to be bound by sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 15 and 16 of the Agreement.

12. **Assignment**. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by Contractor without the prior written consent of the Contractee. Any attempt to do so shall be void. Contractee may fully assign and transfer this Agreement in whole or part.

13. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14. **Entire Understanding**. This Agreement constitutes the entire understanding and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein.

15. **Governing Laws**. This Agreement shall be governed by and construed in accordance with the laws of the state of New York of the United States of America, without regard to the conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York, and each party consents to the jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

16. **Miscellaneous**. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. Any breach or threatened breach of this Agreement may cause irreparable harm to the Contractee for which damages would not be an adequate remedy, and, therefore, the Contractee is entitled to injunctive relief with respect to any such breach (without the necessity of posting any bond) in addition to any other remedies.

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CONTRACTEE

Signed by:
Robert Price
499DF9E4B52542D...
SIGNATURE

09.08.2024
DATE

Robert Price
PRINTED NAME

Officer
TITLE

CONTRACTOR

DocuSigned by:
Matias Nicolas Alamo Chalela
C29A8D241D9F425...
SIGNATURE

01.08.2024
DATE

Matias Nicolas Alamo Chalela
PRINTED NAME

4819497-0
SOCIAL SECURITY NUMBER or EIN

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Appendix A.

Project Description:

The Contractor will be providing QA Automation engineering services and assisting with the successful delivery of the Contractee's development projects. Areas of work include but are not limited to:

- Taking responsibility for the technical execution of projects and overall quality of the code being developed;
- Providing hands-on programming and testing (functional, integration, unit testing, etc.).;
- Confidently presenting and discussing technical solutions and proposals to the Contractee;
- Creating detailed plans well in advance and initiating action to move projects forward and adhere to project timelines and budgets;
- Assuming responsibility for solving any technical issues, roadblocks or project risks;
- Performing code reviews and enforcing best practices for coding and documentation standards; and
- Managing time effectively, monitoring performance against deadlines and milestones.

Compensation:

Compensation shall be 4370 USD monthly, paid monthly within ten business (10) days of receipt of the invoice from the Contractor detailing hours worked and the matching submission of hours worked in Contractee's time tracking system.

The Contractor will work a minimum of 40 hours per week unless otherwise approved in writing by the Contractee.

Travel:

The Contractee may, from time to time, ask the Contractor to perform services at an address within the United States, which shall be previously determined by the Contractee and the Client for a period of time also determined by them.
The Contractee will be responsible for all the expenses pertaining to the "Overseas Trip", namely:

- Travels to and from the airport;
- Flight tickets to and from the United States;
- Accommodation in the destination city;
- Travel insurance and assistance;
- Travel allowance (food and transportation).