INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made on September 23, 2022 (the "Effective Date") between **WSO2 LLC**, a Delaware limited liability company with its principal place of business at 3080 Olcott Street, Suite C220, Santa Clara, CA 95054, USA ("WSO2") and **Patricio Chamorro Fueltala**, an individual (the "Contractor"). The capitalized terms used in this Agreement, in addition to shoes above, are defined below.

Section 1 – Services Obligation. Contractor shall perform professional services for WSO2, as described in Exhibit A, attached to the Agreement and incorporated herein by reference (the "Services").

Section 2 – Terms of Service

2.1 Performance. Contractor shall perform the Services in a professional and workmanlike manner.

2.2 Original Work and No Infringement. Contractor shall ensure the Work Product is original work and does not infringe, misappropriate, or violate any Intellectual Property or other proprietary rights of any third party.

2.3 Exclusivity. Contractor shall not be employed or perform professional services for any individual or entity other than WSO2 during the term of the Agreement.

Section 3 – Payment of Compensation

3.1 Compensation. WSO2 shall pay Contractor **Four Thousand Seven Hundred Dollars** (USD $4,700.00) per month for the Services. The compensation is inclusive of all applicable taxes. Each party shall bear the tax burden of all tax assessments payable as taxpayer and shall make the respective payments pursuant to applicable law.

3.2 Payment. WSO2 shall pay Contractor monthly, by the 5th day of the month. Payment will be made in advance and processed as described in Exhibit B. Contractor has the right to suspend the provision of Services if WSO2 does not pay Contractor on time.

Section 4 – Expenses

4.1 Reimburse Pre-Approved Expenses. WSO2 shall reimburse Contractor for all reasonable and necessary expenses Contractor incurs in connection with this Agreement and that WSO2 pre-approves in writing.

4.2 Receipts and Records. Contractor shall keep receipts or other records of its expenses to submit to WSO2 for reimbursement of its expenses.

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4.3 Expense Invoices. Contractor shall invoice WSO2 each month for reimbursement of Contractor's expenses. Contractor shall include with each invoice:

1) An invoice number,

2) The receipts or other records reasonably detailing each expense in the invoice, and

3) The routing and account number necessary for WSO2 to make the payment.

4.4 Payment of Invoices. WSO2 shall reimburse Contractor as described in Exhibit B.

Section 5 – Term. The Agreement begins on the Effective Date and will continue for one (1) year, unless terminated earlier (the "Term").

Section 6 – Representations

6.1 Authority and Capacity. The parties have the authority and capacity to enter into the Agreement.

6.2 Execution and Delivery. The parties have duly executed and delivered the Agreement.

6.3 Enforceability. The Agreement constitutes a legal valid, and binding obligation, enforceable against the parties according to its terms.

6.4 No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligation under the Agreement.

6.5 No Breach. Neither party's execution, delivery, or performance of its obligations under the Agreement will breach or result in a default under:

1) Its Articles, Bylaws, or any Unanimous Shareholders' Agreement,

2) Any Law to which it is subject,

3) Any judgment, Order, or decree of any Governmental Authority to which it is subject, or

4) Any contractual agreement to which it is a party or by which it is bound.

6.6 Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorization necessary to:

1) Own, lease, and operate its properties, and

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2) Conduct its business as it is now carried on.

6.7 No Disputes or Proceedings. There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under the Agreement.

6.8 No Bankruptcy. Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

Section 7 – Independent Contractor Status

7.1 Status. Contractor is an independent contractor, and nothing in the Agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

7.2 No Authority. Contractor has no authority to, and will not, act as agent for or on behalf of WSO2 or represent or bind WSO2 in any manner.

7.3 No Benefits. Contractor will not be entitled to any of the benefits afforded to WSO2's employees.

Section 8 – Equipment and Materials. Contractor shall supply all necessary and materials for the Services.

Section 9 – Intellectual Property.

9.1 Ownership of Work Product. The parties hereby acknowledge that the Work Product, and all documentation, information, systems, and other results developed in connection with the Work Product, will, to the extent permitted by Law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101) and will remain WSO2's exclusive property.

9.2 Assignment of Work Product. If and to the extent that any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, at the completion and acceptance of the Services, Contractor shall promptly assign to WSO2 all its right, title, and interest in and to the Work Product, including any Intellectual Property rights.

9.3 Cooperation. During and after the Term, on WSO2's reasonable request, Contractor shall provide all assistance necessary and desirable for WSO2 to establish, preserve, and enforce its rights, title, and interest in and to the Work Product. WSO2 will reimburse Contractor for reasonable and necessary expenses incurred in rendering this assistance.

9.4 Moral Rights. At the completion and acceptance of the Services and to the extent permitted by Law, Contractor shall waive all moral rights relating to the Work Product (including

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any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications).

Section 10 – Confidentiality Obligations.

10.1 Definitions.

(a) "Confidential Information" means: any and all confidential and/or proprietary knowledge, data or information of WSO2 or of any other member of the Group, any of their portfolio companies, investors, clients, and partners, including but not limited to information relating to financial matters, investments (and potential investments), budgets, business plans, marketing plans, personnel matters, business contacts, intellectual property rights, technology, products, processes, know-how, formulae, trade secrets and other works of authorship.

(b) "Group" means: WSO2 and all of its subsidiaries, controlled, controlling and joint venture companies worldwide.

10.2 Contractor Covenants. Notwithstanding any other contractual obligations which Contractor owes WSO2, Contractor agrees to observe and notify the members of its team of the following covenants:

(a) The Contractor and the members of its team will not, except in the proper performance of its duties, use, divulge, communicate or otherwise disclose to any person, firm, company or entity whatsoever any Confidential Information. This restriction will continue to apply for a period of five (5) years after the termination of this Agreement but will not apply to Confidential Information which becomes public other than through unauthorized disclosure by Contractor, or which is required to be disclosed by law. Contractor will use its best endeavors to prevent the unauthorized use or disclosure of such information; and

(b) If Contractor or any members of its team is required to disclose any Confidential Information by law, they will immediately notify WSO2 in writing of the details of this requirement (including without limitation the nature of the Confidential Information required to be disclosed, the entity and/or person requiring the disclosure and the circumstances in which Contractor is being required to disclose such information) prior to disclosing any Confidential Information. In addition, Contractor or members of its team will only disclose any Confidential Information to the extent required and, prior to doing to so, they will discuss in good faith with WSO2 the extent of such disclosure and comply with WSO2's reasonable assessment of the required extent of such disclosure.

10.3 Other Confidential Information. The Contractor acknowledges that, in the course of its relationship with WSO2, it's likely that the Contractor will come to obtain Confidential

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Information belonging or relating to other members of the Group and other persons. Contractor agrees that he will treat such information as if it falls within the terms of Section 10.2, and that Section 10.2 will apply with any necessary amendments to such information. If requested to do so by WSO2, Contractor will enter into an agreement with any other member of the Group and any other person in the same terms as Section 10.2 with any amendments necessary to give effect to this provision.

10.4 Inadequacy of Damages. The Contractor acknowledges that monetary damages may be an inadequate remedy for breach of any of the covenants contained in this Section 10 and, subject to discretion of the court, WSO2 may (for itself or on behalf of any other member of the Group) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by Contractor which is or will be a breach of this Article.

Section 11 – Non-Disclosure of Agreement

11.1 Non-Disclosure. Subject to Section 10, Contractor will not disclose the terms of the Agreement, the Services, or any other transaction contemplated under the Agreement, including any payment obligation, to any third party, unless WSO2 agrees to the disclosure in writing.

11.2 Permitted and Required Disclosure. Notwithstanding the prohibition on disclosure under the paragraph directly above, Contractor may disclose the terms of the Agreement, the Services, or any other transaction contemplated under the Agreement, including any payment obligation:

(a) To Contractor's spouse or attorneys;

(b) To the extent necessary to prepare Contractor's income tax returns, to Contractor's accountants and tax preparers to the extent necessary to prepare Contractor's income tax returns, and

(c) To the extent disclosure is compelled by Law or Legal Proceeding.

11.3 Requirements for Disclosure. Contractor shall use reasonable efforts to prevent any third party to whom it rightfully disclosed information under Section 10 from further disclosing that information, including by making that third party aware of the non-disclosure obligations of the Agreement.

11.4 Notice of Disclosure. Contractor shall promptly notify WSO2 of any unauthorized disclosure and use reasonable efforts to cooperate with WSO2 in limiting the scope of that disclosure.

Section 12 – Compliance with Laws. Each party shall:

(1) Comply with applicable Laws, and

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(2) Notify the other party if it becomes aware of any non-compliance in connection with this Section.

Section 13 – Limitation on Liability. Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could reasonably have been foreseen on entry in the Agreement.

Section 14 – Termination

14.1 Termination on Notice. Either party may terminate the Agreement for any reason with sixty (60) days advance written notice to the other party.

14.2 Termination for Material Breach. Each party may terminate the Agreement with immediate effect by delivering notice of the termination to the other party, if:

(a) The other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

(b) The failure, inaccuracy, or breach continues for a period of ten (10) business days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

14.3 Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate the Agreement with immediate effect.

Section 15 – Effect of Termination.

15.1 Termination Obligations. Unless otherwise specified and subject to Section 16.2 below, on termination or expiration of the Agreement, each party's rights and obligations under the Agreement will cease immediately.

15.2 Payment Obligations. Even after termination or expiration of the Agreement, each party shall:

(a) Pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and

(b) Refund any payments received but not yet earned, including payments for services not rendered, work not performed, or good not delivered, expenses forwarded.

15.3 No Further Liability. On termination or expiration of the Agreement, neither party will be liable to the other party, except for liability:

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(a) That arose before the termination or expiration of the Agreement; or

(b) Arising after the termination or expiration of the Agreement and in connection with obligations related to confidentiality, taxes, or termination.

Section 16 – Indemnification. Each party (as an indemnifying party) shall indemnify the other party (as an indemnified party) against all losses and expenses arising out of any proceeding (a) brought by a third party, and (b) arising out of the indemnifying party's breach of its obligations, representations, warranties, or covenants under the Agreement.

16.1 Notice and Failure to Notify.

(a) **Notice Requirement**. Before bringing a claim for indemnification, the indemnified party shall (1) notify the indemnifying party of the indemnifiable proceeding, and (2) deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

(b) **Failure to Notify**. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

16.2 Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this Section.

Section 17 – Definitions.

"Business Day" means a day other than a Saturday, a Sunday, or any other which is considered a public holiday in the Republic of Ecuador.

"Effective Date" is defined in the introduction to the Agreement.

"Governmental Authority" means:

(a) Any federal, state, local, or foreign government, and any political subdivision of any of them,

(b) Any agency or instrumentality of any such government or political subdivision,

(c) Any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), or

(d) Any arbitrator, court or tribunal of competent jurisdiction.

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"Intellectual Property" means any and all of the following in any jurisdiction throughout the world:

(a) Trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

(b) Copyrights, including all applications and registrations related to the foregoing,

(c) Trade secrets and confidential know-how,

(d) Patents and patent applications,

(e) Websites and internet domain name registrations, and

(f) Other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or governmental authority with jurisdiction over the subject matter, whether preliminary or final.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any ability for any other person as a transferee or successor by Law, contract or otherwise.

Section 18 – General Provisions.

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18.1 Entire Agreement. The parties intend that the Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in the Agreement and refer to the Agreement:

(a) Represent the final expression of the parties' intent relating to the subject matter of this Agreement;

(b) Contain all the terms the parties agreed to relating to the subject matter; and

(c) Replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of the Agreement.

18.2 Provide Assurances On Notice. Each party, on receipt of notice from the other party, shall sign or cause to be signed all further documents, do or cause to be done all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of the Agreement.

18.3 Amendment. The Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

18.4 Binding Effect. The Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

18.5 Assignment. Neither party may assign the Agreement or any of their rights or obligations under the Agreement without the other party's written consent.

18.6 Notices.

(a) Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, or (iii) email to the party's address specified in the Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

(b) Receipt of Notice. A notice given under the Agreement will be effective on (1) the other party's receipt of it, or (2) if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

18.7 Remedies Cumulative. Except as expressly provided elsewhere in the Agreement, each party's rights and remedies under the Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

18.8 Severability. If any party of the Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

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18.9 Waiver.

(a) Affirmative Waivers. Neither party's failure or neglect to enforce any rights under the Agreement will be deemed to be a waiver of that party's rights.

(b) Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) No General Waivers. A party's failure or neglect to enforce any of its rights under the Agreement will not be deemed to be a waiver of that or any other of its rights.

(d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Section 19 – Equitable Relief

19.1 Acknowledgement of Irreparable Harm. Each party acknowledges that their breach or threatened breach of their obligations under Section 10 (Confidentiality Obligations) would result in irreparable harm to the other party that cannot be adequately relieved by money damages alone.

19.2 Intent to Allow for Equitable Remedies. Accordingly, the parties hereby acknowledge their mutual intent that after any breach of the obligations listed in the paragraph directly above, the non-breaching party may request any applicable equitable remedies from a court, including injunctive relief, without the need for that party to post any security.

19.3 Governing Law. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, USA, without regard to its conflicts of laws rule.

19.4 Counterparts. The Agreement may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.

19.5 Interpretation.

(a) Currency. Unless otherwise specified, all dollar amounts expressed in the Agreement refer to American currency.

(b) "Including". Where the Agreement uses the word "including" it means "including without limitation", and where it uses the word "includes" it means "includes without limitation".

(c) "Knowledge". Where any representation, warranty, or other statement in the Agreement, or in any other document entered into or delivered under the Agreement,

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is expressed by a party to be "to its knowledge" or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:

(1) The then-current, actual knowledge of the directors and officers of that party, and

(2) The knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

(d) Statutes, etc. Unless specified otherwise, any reference in the Agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.

(e) Number and Gender. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

(f) Headers. The headings used in the Agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

(g) Internal References. References in the Agreement to sections and other subdivisions are to those parts of the Agreement.

(h) Construction of Terms. The parties have each participated in settling the terms of the Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting the Agreement.

(i) Conflict of Terms. If there is any inconsistency between the terms of the Agreement and those in any schedule to the Agreement or in any document entered into under the Agreement, the terms of the Agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of the Agreement.

19.6 Dispute Resolution. Any dispute or controversy arising out of the Agreement will be settled by arbitration in Santa Clara County, California, USA, according to the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator will not have the power to award any punitive or consequential damages.

19.7 Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

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19.8 Acknowledgement of Terms. Each party acknowledges that they

(a) Have read the Agreement;

(b) Understand the terms of the Agreement;

(c) Have had the opportunity to consult with independent legal counsel in connection with the Agreement; and

(d) Have signed the Agreement voluntarily.

The Agreement has been signed by the parties.

WSO2 LLC

Devaka Randeniya

Devaka Randeniya (28th September 2022, 6:31 GMT)

Name: Devaka Randeniya
Title: Chief Revenue Officer

Patricio Chamorro Fueltala

CI: 0401796870

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Exhibit A

Contractor's provision of services will include the following:

- Contractor will be the primary point of contact for any technical issues related to WSO2 products raised by WSO2's customer, Banco Pichincha ("Customer").
    - Contractor to serve as primary technical contact for Customer's use of WSO2 products.
    - The management of the issues of the WSO2 products installed in the Customer will be carried out through WSO2 Jira and its SLAs.
    - The management of critical incidents P1 of the WSO2 products installed in the Customer is 24x7, other types of problems will be managed during business hours from Monday to Friday from 9AM to 6PM.
- Contractor will verify how Customer deploys WSO2's products in production.
    - Propose best practices for the CI/CD/CD process.
    - Review the compliance of the quality in the implementations of the WSO2 products for the Customer.
    - Participate and propose in the design of solutions for WSO2 products for the Customer.
- Contractor will, on an ongoing basis, determine if and how other WSO2 products would provide value to Customer.
    - Participate in strategic client architecture meetings.
    - Propose business solutions focused on customer value.
- Contractor will ensure that all support tickets opened by Customer are responded to and resolved in the most efficient and effective way possible.

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Exhibit B

Contractor will submit monthly invoices for the Services rendered to the WSO2 contact designated below:

Attn: Padmika Dissanaike – VP Finance c/c Fernando Arditti – Associate Director of Sales LATAM

Email: padmika@wso2.com; fernando@wso2.com

Business and Travel Expenses

The Company will pay or reimburse Consultant for any actual out-of-pocket approved expenses reasonably incurred in performing the Services, provided, that such expenses are approved, in advance of their incurrence, in writing by WSO2 as reimbursable expenses under the Agreement. Consultant will provide receipts or other documentation as necessary.

Method of Payment

WSO2 will make all payments due under this Agreement to Contractor to the account designated below:

Account Name: Manuel Patricio Chamorro Fueltala

Account No.: 5871996200

Bank: Banco Pichincha

Address: Quito - Ecuador

ABA/SWIFT Code: PICHECEQ

IBAN: N/A

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SPOTDRAFT

AUDIT TRAIL

CONTRACT NAME	WSO2 Patricio Chamorro firmado
CONTRACT ID	7b1b4e6f-e780-4feb-9410-9a034751cd35
STATUS	Executed

CONTRACT HISTORY

SENT

Sent for Signature to **Devaka Randeniya** (devaka@wso2.com) by **Patrick Grochmal** (patrickg@wso2.com).

28 September, 2022 18:30:20 UTC
IP: 24.5.100.86
Location unavailable

SIGNED

Signed by **Devaka Randeniya** (devaka@wso2.com).

28 September, 2022 18:31:44 UTC
IP: 96.8.132.64
Location unavailable

EXECUTED

This document has been signed and executed by all parties.