

ANNUAL CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made as of date set forth on the signature page hereto (the "**Effective Date**") by and between Vnomic, Inc., a Delaware corporation, having its principal place of business at 14435C Big Basin Way #126 Saratoga CA 95070 (the "**Company**"), and 7th Ray Labs Ltd, a company incorporated in UK under company no. 9174013 whose registered office is at 590 Kingston Road, London, SW20 8DN (the "**Consultant**").

WHEREAS, Consultant desires to perform, and the Company desires to have Consultant perform, consulting services as an independent contractor to the Company.

NOW, THEREFORE, the parties agree as follows:

1. **Services.**

- (a) **Performance.** Consultant will perform the consulting services (the "**Services**") described in detail on Exhibit A to this Agreement (the "**Project Description**").
- (b) **Payment.** Subject to the terms and conditions of this Agreement, for the performance of the Services, the Company will pay Consultant fees calculated on the basis of the project rate stated in the Project Description. Consultant will only be paid if the Services are completed to the sole satisfaction of the Company. Any expenses incurred by Consultant in performing the Services will be the sole responsibility of Consultant, unless specifically pre-approved in writing by the Company.
- (c) **Term.** The term of performance under this Agreement shall begin on the Effective Date and shall continue thereafter for a period of 1 year (the "**Term**") unless otherwise terminated. This Agreement shall be renewed automatically for additional 1 year terms ("**Renewal Term**"), unless a 90 days prior written notice of intent not to renew this Agreement upon its expiration ("**Non-Renewal Notice**") is given by either the Company or the Consultant.

2. **Relationship of Parties.**

- (a) **Independent Contractor.** Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, the Company by contract or otherwise. Consultant will perform the Services under the general direction of the Company, but Consultant will determine, in Consultant's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Consultant shall at all times comply with applicable law. The Company has no right or authority to control the manner or means by which the Services are accomplished.

3. **Property of Company.**

- (a) **Definition of Innovations.** Consultant agrees to disclose in writing to the Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or

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reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, trade secret, trademark or other legal protection ("**Innovations**").

(b) Ownership of Innovations. Consultant and the Company agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by the Company. Consultant agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of the Company. Consultant hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "**Intellectual Property Rights**"). At the Company's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with the Company in all respects and will execute documents and, subject to the reasonable availability of Consultant, will give testimony and take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. Consultant hereby appoints the officers of the Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

(c) Moral Rights. Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Innovation, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

(d) Related Rights. To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to the Company under this Agreement (collectively, "**Related Rights**"), Consultant hereby grants or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

4. Confidential Information. Consultant acknowledges that Consultant will acquire information and materials from the Company and knowledge about the business, financial condition, products, programming techniques, experimental work, customers and suppliers of the Company and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Innovations, are and will be the trade secrets and confidential and proprietary information of the Company (collectively, the "**Confidential Information**"). Confidential Information will not include, however, any information that is or

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becomes part of the public domain through no fault of Consultant or that the Company regularly gives to third parties without restriction on use or disclosure. Consultant agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. Consultant further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

5. **Indemnification by Consultant.** Consultant will indemnify and hold harmless the Company from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses, and other professionals, arising out of or resulting from, and, at the Company's option, Consultant will defend the Company against:

(a) any action by a third party against the Company that is based on any claim that any Services performed under this Agreement, or any results of the Services (including any Innovations), or the Company's use thereof, infringe, misappropriate or violate any patent rights, copyright rights, mask work rights, trade secret rights or any other intellectual property or proprietary rights; and

(b) any action by a third party that is based on any negligent act or omission or willful conduct of Consultant and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) any violation of any statute, ordinance, or regulation.

6. **Termination and Expiration.**

(a) **Breach.** Either party may terminate this Agreement (including the Project Description) in the event of a material breach by the other party of this Agreement.

(b) **Notice Required.** This Agreement can be terminated by either party with 90 days' written notice, which may be pursuant to electronic communication.

(c) **No Election of Remedies.** The election by the Company to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

(d) **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Consultant will promptly notify the Company of all Confidential Information, including but not limited to any Innovations, in Consultant's possession or control and, at Consultant's expense and in accordance with the Company's instructions, will promptly deliver to the Company all such Confidential Information and Innovations.

(e) **Survival.** The provisions of Sections 3, 4, 5, 6(c), 6(d), 6(e), 7, 8(a), 8(c), 8(d) and 9 will survive the expiration or termination of this Agreement.



7. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Covenants.**

- (a) **Non-Competition.** During this Agreement and continuing for six (6) months after the termination of this Agreement, Consultant shall not directly or indirectly engage in, own, manage, operate, or control, as an employee, officer, director, partner, manager, consultant, agent, owner, or in any other capacity, any business similar to Company's or engage in any activities that would have the direct or indirect effect of competing with Company's operations within any city, parish, municipality, or similar division where Company produces, sells, or markets its goods and services. Examples of prohibited competition include, without limitation, providing Consultant's money, advice, or other support to any of Company's competitors.
- (b) **Pre-existing Obligations.** Consultant represents and warrants that Consultant has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would hinder Consultant's performance of its obligations under this Agreement.
- (c) **Solicitation of Employment.** Because of the trade secret subject matter of the Company's business, Consultant agrees that it will not solicit the services of any of the employees, consultants, suppliers or customers of the Company during the term of this Agreement and for a period of six (6) months thereafter.
- (d) **Non-disparagement.** During the term of this Agreement and for a period of three (3) years thereafter, Consultant agrees not to disparage or harm the Company or its products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement.

9. **General.**

- (a) **Assignment.** Consultant may not assign Consultant's rights or delegate Consultant's obligations under this Agreement either in whole or in part without the prior written consent of the Company. Any attempted assignment or delegation without such consent will be void.
- (b) **Equitable Remedies.** Because the Services are personal and unique and because Consultant will have access to Confidential Information of the Company, the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that the Company may have for a breach of this Agreement.

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- (c) Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- (d) Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties hereby consent to the personal jurisdiction and venue therein. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
- (e) Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the address set forth above as to Company or as to Consultant's address on signature page or to such other address as may be specified by either party to the other in accordance with this Section.
- (f) Complete Understanding; Modification. This Agreement, together with Exhibit A, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict, the terms and conditions of Exhibit A will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.
- (g) Waiver The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same other provisions hereof.
- (h) Counterparts. This Agreement may be executed in counterparts.

[Signature Page Follows]

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IN WITNESS WHEREOF, intending to be legally bound hereby, Company and Consultant executed this Agreement as of the date set forth below.

COMPANY:

By:



Name:

Derek Palma

Title:

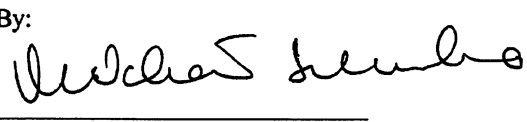
CEO

Date:

11/1/2016

CONSULTANT:

By:



Name:

MICHAEL SIEMASZKO

Title:

DIRECTOR

Date:

November 1st 2016

EXHIBIT A

Project Description

Role/Services: Software Engineering

Payment for Services: 5,165.00 US Dollars per month

Timing of Payments: Monthly, 7 days after submission of an invoice.

Contact Person at Company: cfo@vnommic.com

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