

AGREEMENT BETWEEN ANAND ACHARYA AND WING AI TECHNOLOGIES, INC.

THIS AGREEMENT is made between Wing AI Technologies, Inc. (the “Company” or “Wing”), a Delaware C-Corporation with a registered business address at 283 Berkeley Ave Irvine, CA 92612 and Anand Acharya, an independent contractor with a registered address of ADDRESS.

In this Agreement (the “Agreement”), the party who is contracting to receive the services shall be referred to as (the “Company”), and the party who will be providing the services shall be referred to as (the “Contractor”), together (the “Parties”) hereby agree to the following:

1. **Term of Agreement**. This Agreement shall become effective when signed by both parties and shall continue until termination by either party. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for Wing.

2. **Services to be Performed**. Beginning on June 08, 2020, the Contractor will provide the following services (collectively, the “Services”) from the location and using the equipment of their choosing:

(a) Services:

1. Executing duties pertaining to cross-platform mobile development using the Ionic platform.
2. Leveraging Firebase and LAMP stack technologies to deliver outcomes.
3. Own deployment of Wing’s iOS and Android apps to the respective stores.

3) **Schedule**. The Contractor agrees to be present, responsive and punctual to suggested working hours where necessary. The Contractor agrees to work for five (5) days per week, with each day having shifts that comprise eight (8) hours per day, for a total of forty (40) hours per week.

4. **Compensation**. In consideration for the services to be performed by the Contractor, Wing will pay compensation contingent on the Contractor’s completion of the Services, as well as being fully present and responsive during scheduled shifts, The compensation structure is as follows: For the completion of the Services, Wing will pay compensation as follows:

- (a) For a maximum monthly compensation not to exceed 51,000.00 (fifty one thousand) Indian Rupees (INR) per month irrespective of the number of weeks in a particular month

| Time Frame | Pay Schedule | Compensation |
|-----------------------------------|--------------------------|---------------------|
| Week 4 | The last day of the week | 51,000 INR |
| Total Monthly Compensation | | 51,000 INR |

In connection with any early termination event, any wages payable to Contractor hereunder in respect of any calendar biweekly period during which Contractor is providing services for the Company for less than the entire period shall be prorated in accordance with the total number of calendar days in such period.

5. **Equipment.** Wing will not provide equipment to the Contractor. If the Contractor does not have equipment it is the Contractor’s responsibility to procure such equipment that is deemed necessary to execute the responsibilities in this Agreement. No reimbursements will be due to the Contractor from costs resulting from procuring the equipment.

6. **Independent Contractor Status.** The Contractor’s relationship to Wing shall be that of an independent contractor and not of an officer, employee, or agent of Wing. Wing shall have no liability to you except to pay the Contractor’s compensation. Wing will not withhold any taxes in connection to the Contractor’s compensation. Likewise, Wing will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, and does not hold liability for worker’s compensation or unemployment insurance for the benefit of the Contractor.

7. **Competition.** Due to the highly competitive nature of Wing's business, during the term of this Agreement, the Contractor may not manage, control, participate in, consult with either formally or informally, render services for, or in any other manner engage in any business which is competitive with Wing without the prior written consent of Wing. Contractor acknowledges that during his relationship with, or through Wing, Contractor has and will become familiar with trade secrets and other Confidential Information concerning Wing. Therefore, Contractor agrees that, during the Employment Period and for a period of two years thereafter (the “Noncompete Period”), he will not manage, control, participate in, consult with either formally or informally, render services for, or in any other manner engage in any business which is competitive with Wing. Nothing in this Section 7 will prohibit Contractor from (i) being a passive owner of less than 5% of the outstanding stock of a corporation of any class which is publicly traded, so long as Contractor has no direct or indirect participation in the business of such corporation or (ii) at any time during the portion of the Noncompete Period following the Termination Date, being employed by a Person that is engaged in any Competitive Business Contractor acknowledges

that he has read carefully and had the opportunity to consult with legal counsel regarding the provisions of this Section 7.

8. **Confidentiality.** Confidential information (the “Confidential Information”) refers to any data or information relating to Wing, whether business or personal, which would reasonably be considered to be private or proprietary to the Wing and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Wing. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by Wing or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

9. **Ownership of Intellectual Property.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, designs, graphics, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the Company. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Company. The contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

10. **Indemnification.** The Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Wing from any and all liability arising out of or in any way related to Contractor’s performance of services during the term of this Agreement, including any liability resulting from intentional, unintentional negligence, or reckless acts.

11. **Exclusive Agreement.** This Agreement constitutes the entire Agreement between the Contractor and Wing.

12. **Terminating the Agreement.** For purposes of this Agreement, the Contractor agrees that he or she may be terminated for any of the following reasons:

- (a) A material violation of this Agreement, or
- (b) Failure to be present in at least two (2) shifts within a two (2) week time frame without a twenty-four (24) hour notice, or
- (c) Failure to engage professionally with customers
- (d) Failure to improve interactions with customers, as determined by Wing officials
- (e) Failure to maintain proper daily communication with relevant Company officials, or
- (f) Any act exposing the other party to liability to third parties for personal injuries or damage to property, real, intellectual property or personal, or

- (g) Failure to maintain confidentiality, non-disclosure, and non-competition
- (h) Failure to pass Wing's "Request for Information" process ("RFI" process) as defined by a failure to be truthful regarding background, or violation of any policies in connection with Section 7. With relation to superseding Section 13, as discussed in Section 13, termination in connection with Failure to pass Wing's RFI process may result in **immediate** termination of this agreement.

13. **Notice to Terminate**: For any reason desired, either party may terminate this Agreement by giving written notice of termination to the other party with a minimum of seven (7) days in advance. This clause may be superseded by Section 12, subsection (h).

14. **Modifying the Agreement**. This Agreement may be modified only by written consent by both Parties. Written consent, for the purposes of this Agreement, will be considered delivered after five (5) days of sending electronic communication from an official Company

15. **Disputes Resolution**. Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Wing violated any state or federal statutes, common law doctrine, or committed any tort with respect to the Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of California pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable California statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

16. **Applicable Law**. This Agreement will be governed by the laws of the state of Delaware

(Signature Page Follows)

Signature Page

FOR THE CONTRACTOR

Name: _____

Signature: _____

Dated: _____

FOR THE COMPANY

Officer Name: _____

Officer Signature: _____

Dated: _____