

# MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into and effective as of

\_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_

(“Client”), a legal entity located in the state of \_\_\_\_\_, and Port53 Technologies Inc, a Delaware corporation, with its principal office at 350 5th Ave Suite 4750, New York, NY 10118 (“Provider”).

The parties agree as follows:

## 1. STATEMENTS OF WORK

1. Services. Provider shall provide services and/or furnish deliverables requested through one or more Statements of Work (each a “SOW”) signed by both Client and Provider (collectively, “Services”). Provider agrees to provide the Services in accordance with each mutually-agreed SOW. In certain situations, based on the complexity of the services, a Quote may be used in lieu of a SOW (unless expressly stated otherwise, any reference to a “SOW” in this Agreement shall apply equally to a SOW or Quote).
2. Overlapping Terms and Conditions. In the event terms and conditions overlap between the Agreement and a SOW or Quote, the terms in the SOW or Quote shall take precedent. In the event terms and conditions overlap between a SOW and a Change Order, the Change Order shall take precedent.
3. Standards. All Services will be performed in a professional and workmanlike manner and will be of a quality conforming to the generally accepted standards in Provider’s profession.

## 2. PERSONNEL

1. Subcontractors and Independent Contractors. Provider shall provide the Services using its own employees. Provider may also use subcontractors (“Subcontractors”) in its normal course of business. Provider shall be responsible to Client for the conduct of its Subcontractors and assumes the same liability and responsibility for each Subcontractor’s conduct and performance as if Provider performed all of the Subcontractor’s services. Provider agrees to require Subcontractors to: (1) comply with all applicable laws, executive orders and regulations; (2) maintain the same insurance coverages in the same amounts specified in the Insurance Section, unless otherwise specified in the applicable SOW; and (3) abide by all of the terms and conditions of this Agreement.
2. Background Screening. Provider represents that it has adopted and maintains a background screening program for personnel involved in delivering Services. Said screening program includes, but is not limited to: (1) county, state, and federal criminal history checks including felony and misdemeanor; (2) education and employment verification to confirm all employment positions and degrees earned; (3) Social Security verification; and (4) an OFAC (Office of Foreign Assets Control) check, or equivalent screening if located outside of the United States. Port53 shall ensure that all personnel delivering Services, including its Subcontractors, have successfully passed all requisite background screening (as previously described) prior to each individual’s commencement of Services.

## 3. ADMINISTRATIVE MATTERS

1. Compliance. Provider shall at all times conform to and comply with all applicable laws, rules, regulations, and government orders and directives in all countries where work services are

performed or received, now or hereafter in force, related to the performance of Services. Provider shall verify the identity and work authority of its personnel under applicable local laws.

#### 4. PAYMENT

1. Compensation; All Fees Stated. Unless otherwise specified in the applicable SOW, Client agrees to pay Provider for the Services, up front upon mutual execution of the SOW, and thereafter annually, in accordance with the SOW. The first year's billing will occur on the SOW start date.
2. Expenses. Costs and expenses associated with Provider's performance of the Services and for which Client will be responsible for reimbursement will be described in the SOW. All other costs and expenses associated with Provider's performance of the Services and/or preparation and delivery of the Work Product, including but not limited to telephone, printing, and copying, postage, and freight, office supplies, and support services, are the sole responsibility of Provider.
3. Taxes. In addition to all charges made hereunder, Client will pay Provider all taxes that are measured directly by all payments made under this Agreement and are collected by Provider and paid by Provider to tax authorities. This provision includes sales, use and excise taxes but does not include Provider's franchise taxes, business privilege taxes, taxes based on Provider's net income or property taxes for which Client is exempt by law.
4. Invoice Procedures. All invoices shall be submitted to the address or format set forth on the signature page or as otherwise specified in the applicable SOW. Except as otherwise specified in the applicable SOW, invoices must include: (1) identification of the particular SOW and the period of time to which the invoice pertains; (2) a description of the Services performed and/or Work Product delivered during the billing period; and, (3) itemization of any expenses incurred and described in the SOW as reimbursable. Client will pay a properly submitted invoice (in accordance with the above requirements) within thirty (30) days of receipt.
5. Overdue Fees. Client agrees to communicate any disputes or inquiries about a received invoice within ten (10) days of the invoice date, or the invoice will be deemed accepted. Any amounts due under this Agreement upon which payment is not received by the due date shall accrue late fees equal to the lesser of (i) 2.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting Provider's other rights or remedies, in the event Client is more than thirty (30) days delinquent on a payment, Provider may resort to collection proceedings and Client agrees to be responsible for Provider's attorney's fees and costs incurred in those proceedings.

#### 5. RIGHTS TO WORK PRODUCT

1. All methodologies, procedures, management tools, workshops, manuals, software, object code, source code, data files, concepts, ideas, inventions, know-how, and other intellectual property Provider has developed, created, or acquired prior to or during the performance of the Services ("Provider's Intellectual Property") are, and shall remain, the sole and exclusive property of Provider. Client shall not have or acquire any right, claim, title, or interest in or to any of Provider's Intellectual Property.
2. Subject to the foregoing and upon payment in full of all amounts due to Provider, all information, materials, reports, and other work product that Provider creates or develops specifically for Client as part of the Services ("Work Product") shall be owned by Client.

3. Only Client shall be entitled to rely upon any and all Work Product from Provider. For the purpose of clarity, no third party may rely in any manner on any Work Product provided to such third party by Client absent written confirmation by Provider, and any Work Product otherwise provided to such third party is for informational purposes only.
4. Client acknowledges that Provider may (a) retain archival copies of any and all derivative works or Work Product and (b) may use and disclose general statistics and non-Client identifiable information regarding vulnerabilities and security issues but only if the identity of the Client is not disclosed and cannot be reasonably ascertained or inferred. Upon the request of the other party, each party shall take such actions, and shall cause its personnel to take such actions, including execution and delivery of all documents, as may be appropriate or desirable to confirm the rights set forth in this Section 5.

## 6. NON-DISCLOSURE AND NON-USE OF INFORMATION

1. Confidential Information. In the course of this relationship, each party may disclose or deliver to the other party certain of its Confidential Information or the Confidential Information of another party. "Confidential Information" means any and all proprietary or confidential scientific, technical, legal, financial, or business information or trade secrets of Discloser or any of Discloser's clients, customers, officers, employees, agents, subsidiaries, or affiliates, and including any information defined in any other non-disclosure or confidentiality agreements provided to Recipient by Discloser, and in whatever form (written, oral, or visual) that is furnished or made available to Recipient by or on behalf of Discloser, and that (a) if in tangible form, is labeled in writing or referred to as proprietary or confidential; (b) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days thereafter; or (c) is commonly or reasonably regarded as confidential or proprietary. The party disclosing Confidential Information is referred to in this Agreement as "Discloser" with respect to that Confidential Information; the party receiving that Confidential Information is referred to as "Recipient." Recipient agrees to (a) hold in confidence all of Discloser's Confidential Information and not disclose such Confidential Information, without the prior written consent of Discloser; (b) use Discloser's Confidential Information solely as it pertains to the Services; (c) treat Discloser's Confidential Information with the same degree of care Recipient uses to protect Recipient's own Confidential Information but in no event with less than a reasonable degree of care; (d) reproduce Discloser's Confidential Information solely to the extent necessary to accomplish the Services.
2. Personal Data. Each party agrees to comply with all applicable state and federal laws, rules, regulations, and government orders and directives relating to Personal Data. "Personal Data" means any and all personal, medical, and/or financial data pertaining to an identifiable individual, living or deceased, as well as all types of data covered by applicable data privacy laws and/or regulations (including, but not limited to: Gramm-Leach-Bliley, Regulation S-P, the FACT Act, EU Data Protection Directive 95/46/EC, UK Data Protection Act of 1998, PIPEDA, HIPAA, federal and state data breach laws as enacted within the United States, and California AB 1298) that is created by or made available to Provider and/or its affiliates by or on behalf of Client. Personal Data shall include any such data in any media or format, including both paper and electronic. Personal Data constitutes Client's Confidential Information.
3. Security and Integrity Measures. Provider shall develop, implement, and maintain (and shall require that all subcontractors and third parties develop, implement, and maintain) necessary and appropriate policies, procedures, programs and other security and integrity measures effective in preventing unauthorized use or disclosure of Personal Data and/or Client Data (collectively, "Security and Integrity Measures"). "Client Data" is data, whether in physical or electronic form, including but, not limited to, documents, databases, records, intellectual

property and Confidential Information created or disclosed to Provider by Client in the course of providing Services to Client.

4. Advertising and Marketing. Provider shall be able to list Client's name in a list of representative clients of Provider. However, such listing will not disclose the nature of the solutions provided to Client. There shall be no announcement or press release regarding this Agreement, unless otherwise mutually agreed to in writing by the parties prior to such disclosure.

## 7. **INSURANCE**

1. Insurance Coverages and Limits. Provider shall, at Provider's sole expense, procure, maintain, and keep in force for the duration of the Agreement, Commercial General Liability in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate to include coverage for bodily injury, property damage and personal injury liability. Coverage shall include Premises/Operations, Products/Completed Operations, and Medical payments
2. Subcontractor Insurance. Provider shall require any Subcontractors to procure and maintain the same coverage in the same amounts specified herein, unless otherwise specified in a SOW.

8. **BOOKS AND RECORDS**. Provider agrees to maintain and preserve books and records relating to this Agreement, specifically including any such records stored in electronic format, in accordance with applicable laws, rules and regulations. Provider shall, promptly upon written notice, deliver to Client via appropriate technology as the parties may mutually agree in writing, all records retained by Provider pursuant to this Section. Upon Termination of the agreement, Provider will destroy all copies of such books and records in its control in accordance with reasonable instructions provided by Client and applicable law, and provide written confirmation that it has complied with the requirements of this Section.

9. **REGULATORY COMPLIANCE**. Provider will abide by all reasonable policies and instructions which are or may be from time to time established by Client or deemed necessary by Client to comply with applicable laws, rules and regulations.

## 10. **AUDIT**

1. Access and Cooperation. Upon reasonable prior notice from Client, not more than once annually, Provider shall provide Client and its auditors and investigators reasonable access during normal business days and hours to: Provider's business records reflecting Provider compliance with this Agreement, in order to audit Provider's compliance with its obligations under or related to data security as outlined in this Agreement. Provider shall provide such auditors and inspectors with such assistance and access to personnel that they may reasonably require. In the event access to Provider Confidential Information is required, access will be provided in such a way as to preserve the confidentiality of such information.

Due to the sensitive nature of Provider's business, if Client wishes to engage a third party to perform the audit, such auditor is subject to Provider's approval, which shall not be unreasonably withheld. Audits and the results thereof are subject to all applicable confidentiality obligations agreed to between Client and Provider, and shall be conducted in a manner that minimizes any disruption of Provider's performance of services or other normal operations.

2. Overcharge. In the event any financial audit reveals an overcharge of compensation, fees, or reimbursable expenses Provider shall promptly refund the amount of overcharge to Client.
3. Independent Audits. Provider agrees to notify Client of problems revealed by its independent auditors pertaining to its Security and Integrity Measures and any remediation steps being taken.

## 11. LIABILITY AND INDEMNIFICATION

1. Indemnification. Provider shall indemnify Client and its directors, employees, Subcontractors, and agents (collectively the "Client Indemnitees") from, and defend and hold the Client Indemnitees harmless from and against, any and all liability or expenses (including attorneys' fees and expenses as reasonably incurred) arising out of or relating to: (1) any claim by a third party that the Services, any Work Product, or the deliverables, or the Client Indemnitees' authorized use thereof, infringes upon the patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (2) any amounts including taxes, interest, and penalties assessed against Client which are obligations of Provider; (3) personal injury, death, or damage to tangible personal property or real property directly caused by Provider, its employees, contractors, or agents; and (4) any claim by a third party arising out of Provider's disclosure or use of Client Confidential Information or Client Data in violation of this Agreement. Client shall indemnify Provider and its directors, employees, Subcontractors, and agents (collectively the "Provider Indemnitees") from, and defend and hold the Provider Indemnitees harmless from and against, any and all liability or expenses (including attorneys' fees and expenses as reasonably incurred) arising out of or relating to (1) Client's breach of this Agreement; (2) any amounts including taxes, interest, and penalties assessed against Provider which are obligations of Client; and (3) any claim by a third party arising out of Client's disclosure or use of Provider Confidential Information in violation of this Agreement.
2. Cyber Security Incident. In the event of a Cyber Security Incident, Client will reasonably cooperate with Provider, including granting access to Client's systems as necessary, to reduce impact and determine the cause and scope of the incident. "Cyber Security Incident" means a violation or imminent threat of violation of cyber security policies, acceptable use policies, or standard cyber security practices which results in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data. PROVIDER AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE OR RESPONSIBLE FOR CYBER SECURITY INCIDENTS, THIRD PARTY HACKING ATTEMPTS OR ATTACKS, VIRUSES, MALWARE AND SIMILAR SOFTWARE PROGRAMS, OR DENIAL OF SERVICE ATTACKS ON OR RELATED TO CLIENT'S SYSTEMS OR SOFTWARE.
3. Limitation of Liability. Except for the indemnification obligations under this Agreement and breach of Section 6 (Non-Disclosure and Non-Use of Information) by either party, the aggregate liability (whether in contract or in tort) payable by either party to the other party will not exceed twice the amount of the total compensation payable by Client under this Agreement during the twelve (12) months preceding the date of the claim. Notwithstanding the language contained above, a party's aggregate liability (whether in contract or in tort), including for breach of Section 6, payable by either party to the other party will not exceed that party's applicable insurance policy limit.
4. Disclaimer of Damages. **EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND BREACH OF SECTION 6 (NON-DISCLOSURE AND NON-USE OF INFORMATION) BY EITHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE**

**PARTY WHO IS LIABLE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

**12. TERM AND TERMINATION; EARLY CANCELLATION**

1. Term. This Agreement will become effective on the Effective Date and shall continue until terminated in accordance with this Agreement.
2. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if no SOW or Quote remains in effect.
3. Termination of Default. Either party may terminate this Agreement and/or any applicable SOW upon written notice to the other party for a default by the other party of a material obligation (including payment of invoices) which remains uncured within a commercially reasonable period of time, but not more than thirty (30) days after the defaulting party's receipt of written notice thereof. Termination for default shall be in addition to and not in lieu of any other available remedies, except as otherwise limited by this Agreement. Either party may terminate this Agreement immediately in the event a party seeks the protection of any bankruptcy court, becomes insolvent or makes an assignment for the benefit of creditors.
4. Equipment Return. Upon cancellation, termination or expiration of an SOW, Client will return Provider-owned equipment in good condition (less normal wear and tear) to a location designated by Provider within fifteen (15) calendar days after the cancellation, termination or expiration date. If Provider has not received such Provider-owned property within thirty (30) days after cancellation, termination or expiration of the SOW, Provider shall invoice Client, and Client shall promptly pay, for the manufacturer's suggested retail price of such property.
5. Information Return or Destruction. Upon termination or completion of a SOW and where there is no expectation to renew, repeat or restart the Services, Provider will return or destroy, as directed by Client all copies, in whatever form, of any and all Client Confidential Information, Work Product and other materials obtained through the SOW, including electronic versions, hard copies and reproductions and will not retain copies of any such Client Confidential Information and/or Work Product. Notwithstanding the foregoing, Provider shall not return or destroy information subject to any regulations regarding the retention period for cyber logs and related data to which Client is subject.
6. Effect of Termination. Ownership of any Work Product and any license granted by this Agreement will not be affected or limited by termination.
7. Early Cancellation. Unless otherwise expressly agreed in a SOW, if Client cancels the SOW, or any portion thereof, prior to the end of the Services Term (for any reason other than for an uncured material breach by Provider), Client agrees to pay Provider an early cancellation fee equal to the amount of remaining fees that would have been due and payable had the SOW been performed for the entire Services Term.

**13. GENERAL**

1. Independent Contractor. Provider is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances will Provider, or any of its employees or subcontractors, hold itself out as or be considered an agent or an employee of Client.
2. Governing Law. This Agreement shall be governed by the laws of the State of California without giving effect to principles of Conflict of Laws and shall benefit and be binding upon the parties

hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of California and agree that the courts within California shall have exclusive jurisdiction over any issue regarding this Agreement. Any and all disputes relating to this Agreement ("Arbitrable Claims") will be settled by binding arbitration to be held in San Francisco County, California, before an arbitrator who is mutually agreeable to the parties. If the parties cannot agree on an arbitrator, the arbitrator will be assigned by the American Arbitration Association. The arbitration will be conducted according to Section 638 of the California Code of Civil Procedure, and not by court action before a judge or jury. The arbitrator will provide the parties with a written decision and findings of fact regarding the resolution of any and all disputes and/or claims arising out of this Agreement. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party. Judgment on the award by the arbitrator may be entered in the Superior Court of California, County of San Francisco.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

3. Notices. Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice will be deemed effective on the date it is delivered to the addressee as confirmed by the applicable receipts. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
4. No Waiver. The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
5. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, which may be withheld for any reason, and any such purported assignment, including full or partial assignment or delegation to any agent or subcontractor, is void. Notwithstanding the foregoing, either party may assign the SOW or this Agreement without consent to any parent, subsidiary or other Affiliate, in connection with a merger involving any of its Affiliates or in connection with an acquisition of all or substantially all of such party's assets or equity interests. In addition, Provider may assign the SOW or this Agreement to an Affiliate.
6. Severability. If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
7. Survival. The provisions of this Agreement regarding Rights to Work Product, Non-Disclosure and Non-Use of Information, Audit, Liability and Indemnification, Term and Termination and General will survive the expiration or termination of this Agreement or any SOW.

8. Entire Agreement. This Agreement, and any associated SOW or Quote, constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between Client and Provider as to the subject matter hereof, with the exception of the Non-Disclosure Agreement referenced in Section 6(A) if applicable. This Agreement or any SOW or Quote may only be amended by an instrument in writing signed by Client and Provider..
9. Counterparts. This Agreement may be executed in one or more counterparts, by electronic (PDF) or facsimile delivery thereof, all of which taken together shall constitute one and the same Agreement.
14. **CHANGE IN SCOPE OF SERVICES.** In the event that unforeseen factors change the scope of Services and/or impact the term and cost of Provider-provided Services, Client and Provider may mutually revise the SOW, and Provider shall provide Client with an estimate of the impact of such revisions on the fees, payment terms, completion schedule, and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Order") shall be prepared, incorporating such changes to the original SOW; the Change Order will not be effective unless signed by both parties. The terms of a Change Order prevail over those of the SOW.
15. **CLIENT POLICIES.** While on Client's premises, or if Provider or Provider's Agents are given access to Client's computing equipment, applications, or network, Provider shall and shall cause Provider's Agents to abide by the applicable and reasonable policies and procedures of Client, including safety, security, and data privacy and handling policies, referenced in the applicable SOW. If applicable and reasonable given the scope of the engagement, Provider may provide employee names (first and last) and e-mail addresses to Client, solely for the purposes of managing devices on Client's network.
16. **WARRANTIES.** Provider covenants that it and its employees will provide the Services in accordance with: (i) the SOW, (ii) the prevailing standard of care exercised by Providers in the information security industry, and (iii) applicable laws and governmental regulations. PROVIDER WILL NOT BE RESPONSIBLE FOR NONCONFORMITIES ARISING FROM INACCURATE OR INCOMPLETE DATA OR INFORMATION PROVIDED BY CLIENT, FOR FAILURES OR DELAYS CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE SOW OR THIS AGREEMENT, OR FOR FAILURES, DAMAGES OR DELAYS CAUSED BY THIRD PARTY HARDWARE, SOFTWARE OR OTHER PRODUCTS. PROVIDER HEREBY WAIVES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees to reasonably cooperate with Provider in the performance of Services. Unless otherwise expressly stated in the SOW, the Services may be rendered at Client's facilities, Provider's facilities or at other suitable locations within Provider's discretion.
17. **THIRD PARTY PROVIDERS.** Notwithstanding any language contained herein to the contrary, Provider is not responsible for any limitations, lack of capability, availability, compatibility, responsiveness or general degradation of service(s) arising from the use by the Client of a third-party provider ("3PP") or caused by the 3PP. If Client is utilizing a 3PP, then it shall (i) provide the 3PP a copy of the service description and service level management description; (ii) be responsible for notifying and coordinating between Provider and the 3PP any scheduled maintenance windows; and (iii) provide Provider the ability to open support tickets with the 3PP on behalf of Client.
18. **NON-SOLICITATION.** Client agrees that it and its Affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of the SOW, solicit to hire as an employee or Provider any of Provider's and/or Provider's Affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its Affiliates hires any employee(s) and/or Provider's



Affiliates prior to expiration of the twelve (12) month period, as an employee or Provider, Client agrees to pay to Provider or Provider's Affiliates, as applicable, within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Provider and/or Provider's Affiliates at the time of his or her departure from Provider and/or Provider's Affiliates.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have entered into and signed this Agreement effective as of the Effective Date.

<p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p><b>Port53 Technologies Inc</b></p> <p><i>Omar Zarabi</i></p> <p>By:</p> <p>Name: Omar Zarabi</p> <p>Title: President &amp; CEO</p> <p>Date: [Document.CreatedDate]</p>
<p>Address for Notice:</p>    <p><i>With a copy to:</i></p>	<p>Address for Notice:</p> <p>350 5th Ave, Suite 4150 New York, NY 10118</p> <p><i>With a copy to:</i></p> <p>omar@port53tech.com</p>

**Address for Invoices:**

*Mail:*

*Electronic:*