

THIS AGREEMENT is dated

04 September 2024

1. PARTIES

(1) **EASOL TRADING LIMITED** incorporated and registered in England and Wales with company number 09245218 whose office is at 38-50 Pritchards Road, London, E2 9BJ (**Client**).

(2) **THE SPEEDSHOP KK** incorporated and registered in Japan whose registered office is at 1-1-30-1, Hamatake Chigasaki, Kanagawa, 253-0021 (**Consultant Company**).

1. AGREED TERMS INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

Board: the board of directors of the Client (including any committee of the board duly appointed by it).

Business of the Client: Performance and Software Engineering Consulting

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant Company or any of the Individuals' use by the Client during the continuance of this Agreement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or any of the Individuals on the computer systems or other electronic equipment of the Client, the Consultant Company or any of the Individuals during the continuance of this Agreement.

Commencement Date: 30 September 2024

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or of any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.

Group Company: the Client, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

Holding company: has the meaning given in clause 1.6.

Individual: Nate Berkopec

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant Company and/or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

IPR: has the meaning given in clause 8.

Prior IPR: has the meaning given in clause 8.

Services: the services provided by the Consultant (or any Substitute) in a consultancy capacity for the Client or any Group Company as may be agreed from time to time and as more particularly described in Schedule 1 to this Agreement.

Subsidiary: has the meaning given in clause 1.6.

Substitute: a substitute for the Individual appointed under the terms of clause 3.3.

Termination Date: the date of termination of this Agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

1. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
5. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
6. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. TERM OF AGREEMENT

- 2.1. Subject to the terms and conditions of this Agreement, the Client shall engage the Consultant and the Consultant shall provide the Services.
- 2.2. During the continuance of this Agreement, the Client shall be under no obligation to offer the Consultant the opportunity to undertake the Services, whether for any particular period or at all.
- 2.3. This Agreement shall commence on the Commencement Date and shall continue unless and until terminated:
 - (a) as provided by the terms of this Agreement; or
 - (b) by either party giving to the other not less than one week prior written notice at any time.

3. DUTIES AND OBLIGATIONS

- 3.1. During the continuance of this Agreement the Consultant shall (and shall ensure the Individual shall):
 - (a) provide the Services with all due care, skill and ability and use best endeavours to promote the interests of the Client and any Group Company; and
 - (b) promptly give to the Board or any other person delegated by the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client or any Group Company.
- 3.2. If the Consultant (through the Individual) is unable to provide the Services due to illness or injury, they shall advise the Client of that fact promptly. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided. The Consultant acknowledges and agrees that if they are unable to provide the Services or there are repeated Services provision delays, due to illness or injury, for any period of time whatsoever, the Client may:
 - (a) provide such Services itself or arrange for a third party to do so and, in each case, for such period as the Consultant is unable to provide such Services; and/or
 - (b) terminate the Agreement in accordance with clause 2.3(b) above.

- 3.3. The Consultant may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the Substitute, the Consultant shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute.
- 3.4. The Consultant shall use reasonable endeavours to ensure that the Individual or Substitute (as applicable) is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.5. Unless the Consultant has been specifically authorised to do so by the Client in writing on a case-by-case basis, the Consultant shall not:
 - (a) have any authority to incur any expenditure or commit to any liability in the name of or for the account of the Client; or
 - (b) hold themselves out as having authority to bind the Client.

This clause 3.5 shall be enforced by the Consultant mutatis mutandis to the Individual and the Substitute.

4. FEES

- 4.1. In relation to the Services to be provided by the Consultant, the Client shall pay to the Consultant a fee at the rate specified in Schedule 1 to this Agreement per each complete day in respect of which such Services are provided (and pro-rated for part days), exclusive of any VAT. On the last working day of each month during which the Services are provided, the Consultant shall submit to the Client an invoice which gives details of any days the Consultant has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month. In the event that the invoice is not disputed by the Client, it shall be paid according to the provisions of clause 4.2 below.
- 4.2. In consideration of the provision of the Services during the continuance of this Agreement, the Client shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within 28 days of the later of receipt by the Client of:
 - (a) such invoice from the Consultant; or
 - (b) payment in relation to the Services referred to in such invoice from its customer/client for whose ultimate benefit the Services referred to in such invoice were provided.
- 4.3. The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client or any Group Company at any time.
- 4.4. Payment in full or in part of the fees claimed under clause 4 shall be without prejudice to any claims or rights of the Client or any Group Company against the Consultant in respect of the provision of the Services.

5. EXPENSES

5.1. The Consultant shall bear their own expenses incurred during the continuance of this Agreement and the provision of the Services.

6. OTHER ACTIVITIES

Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the continuance of this Agreement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client or any Group Company without the prior written consent of the Client; and
- (c) the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant during the continuance of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1. The Consultant acknowledges that during the continuance of this Agreement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7 and shall ensure that restrictions reflecting this are binding upon the Individual and the Substitute.

7.2. The Consultant shall not (except in the proper course of their duties), either during the continuance of this Agreement or at any time after the Termination Date, use or disclose to any third party (and shall use his / her best endeavours to prevent the publication and / or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3. At any stage during the continuance of this Agreement, the Consultant will promptly on request return all and any Client Property in their possession (including those of the Individual and the Substitute) to the Client.

8. INTELLECTUAL PROPERTY

8.1. The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights (collectively the "**IPR**") to the fullest extent permitted by law. Insofar as the IPR do not vest automatically in the Client by operation of law or under this Agreement, the Consultant holds legal title in the IPR on trust for the Client. The Consultant hereby warrants and represents that they have put in place in writing obligations on the Individual and the Substitute to bring the provisions of this clause 8 into full force and effect to the benefit of the Client.

8.2. For the avoidance of doubt, to the extent that the Consultant has provided services to the Client pursuant to prior arrangements or agreements and the Consultant's performance of the same gave rise to Intellectual Property Rights ("Prior IPR"), and such Prior IPR did not vest automatically in the Client by operation of law or pursuant to a prior agreement, all such Prior IPR are hereby assigned to the Client to the fullest extent permitted by law.

8.3. The Consultant undertakes:

- (a) to notify to the Client in writing full details of any Inventions by the Consultant and the Individual and Substitute, promptly on their creation;
- (b) to keep confidential the details of any Inventions;
- (c) whenever requested to do so by the Client and in any event on the termination of this Agreement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his / her possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works, the Inventions and the Prior IPR has passed, or will pass, to the Client; and
- (f) not to embed any third party Works or intellectual property rights into any Invention without the express prior written consent of the Client and then should such consent be forthcoming, only after having documented what that third party Works or intellectual property rights are; and
- (g) that it has obtained from the Individual and Substitute all consents, rights, power of attorneys, assignments and permissions to enable the Consultant to comply with all of its obligations to the Client under this clause 8.

8.4. The Consultant warrants to the Client on its own behalf and on behalf of the Individual and any Substitute, that:

- (a) it has not (and the Individual and any Substitute have not) given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works, nor any of the Prior IPR;
- (b) it is (and the Individual and any Substitute is) unaware of any use by any third party of any of the Works, Intellectual Property Rights in the Works or the Prior IPR; and
- (c) the use of the Works, the Intellectual Property Rights in the Works or the Prior IPR by the Client will not infringe the rights of any third party.

8.5. The Consultant agrees to indemnify (on a full indemnity basis) the Client and keep it indemnified at all times against all or any costs, claims, damages or

expenses, actions, demands and liabilities incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim which relates to the Works or Inventions supplied by the Consultant (including the Individual and any Substitute) to the Client during the course of providing the Services or in respect of the Prior IPR, save to the extent that such claims arise as from the mistake or fault of Client. The Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

- 8.6. The Consultant (and shall also procure the Individual and any Substitute) waives any moral rights in the Works or Inventions to which any of the foregoing has now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights. The Consultant on its behalf and on behalf of the Individual and Substitute also waives any moral rights in the Prior IPR (if any) including to be acknowledged as the author of any such Works or Inventions.
- 8.7. The Consultant acknowledges that, except as provided by law, no further fees, royalties or compensation other than those provided for in this Agreement are due or may become due to the Consultant in respect of the performance of his / her obligations under this clause 8.
- 8.8. The Consultant undertakes on its behalf and on behalf of the Individual and Substitute, at the expense of the Client, at any time either during or after the termination of this Agreement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights (and the Prior IPR if any) in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 8.9. The Consultant shall, by no later than the date which falls 5 days after the Commencement Date, provide the Client with a validly executed power of attorney in the form which appears at Schedule 2 to this Agreement, any failure of which shall allow the Client to immediately terminate this Agreement without further liability to the Consultant.

9. INSURANCE AND LIABILITY

- 9.1. The Consultant shall have personal liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, the Individual, engaged by the Consultant of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the continuance of this Agreement full and comprehensive Insurance Policies.
- 9.2. The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.

9.3. The Consultant shall on request supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.

10. TERMINATION

10.1. Notwithstanding the provisions of clause 2.3 or clause 8.9, the Client may terminate this Agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant (or the Individual or Substitute):

- (a) commits any act or fails to undertake any action which does or would adversely affect the Business, reputation and standing of the Client or any Group Company;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
- (c) is (or any of the Individual or Substitute is) convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or has any insolvency proceedings commenced against them or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- (f) commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client or any Group Company into disrepute or is materially adverse to the interests of the Client or any Group Company;
- (g) commits any breach of the Client's policies and procedures; or
- (h) commits any offence under the Bribery Act 2010 or any anti-money laundering laws and regulations anywhere in the world.

10.2. The rights of the Client under clause 10.1 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought this Agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

11. OBLIGATIONS ON TERMINATION

11.1. On the Termination Date the Consultant shall:

- (a) immediately deliver to the Client all Client Property in their (and their Individual and Substitute's) possession or under control ("Control");
- (b) irretrievably delete any information relating to the Business of the Client or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the Control outside the premises of the Client. For the avoidance of

doubt, the contact details of business contacts made during the continuance of this Agreement are also regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

- (c) provide a signed statement that they (and the Individual and Substitute) has complied fully with his / her obligations under this clause 11.

11.2. Clauses 7, 8, 9, 18 and 19 shall survive the termination of this Agreement for any reason.

12. STATUS

12.1. The relationship of the Consultant to the Client will be that of independent contractor and nothing in this Agreement shall render him / her an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

12.2. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services.

13. NOTICES

13.1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be delivered by email.

13.2. Any notice or communication shall be deemed to have been received if delivered by email, at the date and time stamp of the email.

13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. ENTIRE AGREEMENT

14.1. This Agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 14.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 14.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 14.4. Nothing in this clause shall limit or exclude any liability for fraud.

15. VARIATION

No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same document and any party may execute this Agreement by signing any one or more of such counterparts.

17. THIRD PARTY RIGHTS

- 17.1. Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 17.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

18. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into and takes effect on the date stated on the page numbered 1.

Signed by _____

for and on behalf of

EASOL TRADING LIMITED

Signed by _____

DocuSigned by:

Nate Burkoper

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for and on behalf of

THE SPEEDSHOP KK

Schedule 1: Services

The Client hereby engages the Consultant Company to provide the Services set out in this Schedule 1, subject always to and in accordance with the terms of the Consultancy Agreement, in consideration of the fees and any other financial arrangements as may be set out hereunder and the Consultant Company hereby agrees to make available the Individual to provide the same on that basis.

COMMENCEMENT DATE: 30 SEPTEMBER 2024 **END DATE:** 08 NOVEMBER 2024

Services to be provided: Performance and Software Engineering Consulting

Daily Fee: \$1,500 per day for the agreed period

Maximum Number of Days Per Month (unless otherwise agreed in writing with Client): 20 days

Schedule 2

Deed of undertaking and assignment and undertaking in relation to intellectual property

DATED 02 September 2024

(1) I, The Speedshop KK, Nate Berkopoc, enter into this assignment and undertaking (the "**Agreement**") regarding intellectual property in connection with the consultancy agreement entered into on 29 September 2024 between Easol Trading Limited (the "**Client**") and The Speedshop KK (the "**Company**") (the "**Consultancy Agreement**") and also in connection with any prior consultancy agreement or arrangement between the Client and the Company through which I provided services ("**Prior Consultancy Agreement**").

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- a. '**Client Group**' means the Client and any holding company and any subsidiary company (from time to time) of the Client (wherever incorporated or established) and any subsidiary of any such holding company, and "Client Group Company" shall be construed accordingly. The expressions "holding company" and "subsidiary" in relation to a company mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;
- b. '**Confidential Information**' means all information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential;
- c. '**Intellectual Property Rights**' means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and

domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the World;

d. **'Invention'** means any invention, idea, discovery, development, improvement or innovation made by or contributed to by me:

- i. in the provision of the Services; or
- ii. during the period of two years immediately following the termination of my involvement in providing the Services, which pertains to or relates to any line of business and/or research, which was either carried on by the Client or any Client Group Company during the continuance of my involvement in the provision of the Services or which was being planned or developed by the Client or any Client Group Company during that time,

and, in each case, whether or not patentable or capable of registration, and whether or not recorded in any medium;

a. **'Prior Inventions'** means all inventions, ideas, original works of authorship, developments, discoveries, concepts, know-how, innovations, improvements, and trade secrets which were made by me prior to the commencement of my involvement in providing the Services which belong solely to me or belong to me jointly with another, which relate in any way to any of the Client's or any Client Group Company's businesses, proposed businesses, products or research and development, and which are not assigned to the Company hereunder;

a. **'Services'** means the services provided by the Company from time-to-time under the Consultancy Agreement or previously provided pursuant to a Prior Consultancy Agreement; and

b. **'Works'** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by me:

- i. in the provision of the Services; or
- ii. during the period of two years immediately following the termination of my involvement in providing the Services, which pertains to or relates to any line of business and/or research, which was either carried on by the Client or any Client Group Company during the continuance of my involvement in the provision of the Services or which was

being planned or developed by the Client or any Client Group Company during that time.

3. CONFIDENTIALITY AND RETURN OF PROPERTY PROVISIONS

3.1. I hereby undertake to the Company that I shall not at any time both during the continuance of and after the termination of my involvement in providing the Services (without limitation in time):

- a. use, divulge or reveal to any person, firm or corporation, any Confidential Information which may come to my knowledge during the provision of the Services or during the continuance of the Consultancy Agreement;
- b. use or attempt to use any Confidential Information for my own purposes or for any purposes other than the purposes of the Client or any Client Group Company, its or their business or the provision of the Services;
- c. use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to the Client or any Client Group Company or its or their business, or may be likely so to do;
- d. cause or bring about (including through any failure to exercise reasonable care and diligence) any unauthorised disclosure of any Confidential Information that the Company, myself or any other person shall come to know or have received or obtained at any time (before or after the date of this Agreement);
- e. breach any obligation that I may owe to keep confidential any confidential information of a third party and will not disclose the same (in whatever form) to or use the same (in whatever form) for the benefit (whether directly or indirectly) of any person, company or other entity, including, but not limited to, the Company and/or the Client; or
- f. commit any act or omit to do anything that would or may breach any obligation of confidentiality owed by the Client and/or any Client Group Company and/or the Company to any third party.

2.2 I hereby undertake to the Company that I shall at all times both during the continuance of and after the termination of my involvement in providing the Services (without limitation in time):

- a. use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information in any way or any form; and
- b. keep with complete secrecy all Confidential Information entrusted to the Company, myself or any other person engaged by the Company in the provision of the Services.

2.3 The undertakings given under paragraphs 2.1 and 2.2 above shall cease to apply to any information or knowledge to the extent that:-

- a. it comes into the public domain other than through my breach of the aforementioned undertakings;

- b. its disclosure is authorised in advance in writing by the Client; or
- c. it is required or requested to be divulged by any court, tribunal, or governmental authority or regulatory body with competent jurisdiction.

2.4 I hereby undertake to the Company that I shall:

- a. not (without the prior written authority of the Client and other than during the normal course of the provision of services under the Consultancy Agreement) retain possession of any documents, memoranda, records or other media on which any Confidential Information is recorded or stored (whether in hard copy or soft copy);
- b. return to the Client on demand and in any event on the termination of the Consultancy Agreement or my involvement in providing the Services (whichever occurs first), in each case whether lawful or otherwise:
 - i. all documents, records and other articles (including personal computer discs) containing Confidential Information and all copies thereof, and destroy any other articles, documents, material or records derived from such documents or articles containing such Confidential Information; and
 - ii. all items of property whatsoever belonging to the Client or any Client Group Company, including but not limited to any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me during the currency of the Consultancy Agreement or otherwise belonging to the Client or any Group Company or any of its or their successors or assigns;
- c. on request from the Client or the Company, promptly provide written confirmation, in such form as may be required by the Client, that no property of the Client or any Client Group Company and no copy of the Confidential Information or any part of it remains in my power, possession, custody or under my control;
- d. allow the Client and/or the Company, on reasonable notice to me, to inspect any electronic device in my possession or under my control which is or was used by me in undertaking the Services in order for the Client and/or the Company to satisfy themselves of my compliance with the terms of this paragraph 2; and
- e. immediately notify the Client and the Company of any suspected or actual unauthorised use, copying or disclosure of any Confidential Information by me or any other person.

2.5 Nothing in this Agreement shall affect my right to make a "protected disclosure" pursuant to the Public Interest Disclosure Act 1998.

4. INTELLECTUAL PROPERTY PROVISIONS

- 3.1 If during the continuance of my involvement in providing the Services, I incorporate into any Works and/or any Invention that has/have been assigned to or is/are to be assigned to or otherwise belong or is/are to belong to either the Company or the Client, any Prior Invention owned by me or in which I have an interest, I hereby grant to the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide licence (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such Works or Invention(s).
- 3.2 In consideration of the amounts paid to me by or received by me from the Company for my involvement in performing the Services, I hereby assign to the Company with full title guarantee all existing and future Intellectual Property Rights in all Works and Inventions and all materials embodying such Intellectual Property Rights to the fullest extent permitted by law. **Insofar as any such Intellectual Property Rights do not so vest in the Company automatically by operation of law or under this Agreement, I hold legal title to such Intellectual Property Rights in all Works and Inventions and all materials embodying such Intellectual Property Rights on trust for the Company.**

3.3 I hereby undertake:

- a. to notify the Company in writing of full details of any Inventions on their creation such that the Company may provide such details to the Client;
- b. to keep confidential details of all Works and Inventions;
- c. whenever requested to do so by the Company and in any event on the termination of the Consultancy Agreement or my involvement in providing the Services (whichever occurs first), in each case whether lawful or otherwise, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and Inventions and the process of their creation which are in my possession, custody or power;
- d. not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company (and then to only do so in accordance with the Company's instructions); and
- e. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Company.

3.4 I hereby undertake to the Company:

- a. to keep and maintain adequate and current written records of all Inventions and Works;
- b. that all written records of all Inventions and Works will be available to and remain the sole property of the Company at all times; and
- c. not to remove any written records of any Inventions and Works from the Company's place of business, except as expressly

permitted by the Company, or where the Services are undertaken at the Client's place of business, that place of business, except as the Company is expressly permitted to remove any of the same pursuant to any agreement in place between the Company and the Client.

3.5 I hereby warrant to the Company that:

- d. I have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works or Inventions;
- e. I am unaware of any use by any third party of any of the Works or Inventions or Intellectual Property Rights in the Works or Inventions; and
- f. the use of the Works or Inventions or the Intellectual Property Rights in the Works or Inventions by the Company or the Client will not infringe the rights of any third party.

3.6 I agree to fully indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable (pursuant to the Consultancy Agreement or otherwise), with respect to any intellectual property infringement claim or other claim due to a breach by me of this Consultancy Agreement, which relates to the Works or Inventions I have created hereunder.

3.7 I hereby waive any moral rights in the Works to which I am now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and I agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes my moral rights.

3.8 I hereby undertake, at the expense of the Company, (subject to the indemnity at clause 8.5 and paragraph 3.6) at any time either during or after my involvement in providing the Services, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Company, be necessary or desirable to ensure that the vesting of the Intellectual Property Rights and Inventions created by me in the provision of the Works for the Company vest in, and to register them in, the name of the Company and/or its assignees and to defend the Company and/or its assignees and/or its sub-licensees against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

3.9 I hereby irrevocably appoint the Company to be my attorney to execute and do any such instrument or thing and generally to use my name for the purpose of giving the Company or its nominee the benefit of clause 8 of this agreement and acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this paragraph 3.9 shall be conclusive evidence that such is the case.

5. GENERAL PROVISIONS

1. Except as expressly stated, the obligations set out in this agreement shall survive the termination for whatever reason (whether lawful or not) of my involvement in providing the Services and/or the Consultancy Agreement.
2. I acknowledge and agree that, except as required by law, no further remuneration or compensation, other than the payments and other valuable consideration that I have already and will, in future, receive from the Company in connection with the provision of the services, is or may become due to me in respect of the performance of the obligations set out in this Agreement.
3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
4. Each of the provisions of this Agreement shall be separate and severable and enforceable as such. If any provision is determined as being unenforceable in whole or in part for any reason, that shall not affect the enforceability of the remaining provisions or, in the case of part of any provision being unenforceable, the remainder of that provision. If any provision of this Agreement is found by itself (in whole or in part), or taken together with any provision, to be void but would be valid if some part of it were deleted, such provision shall apply with such modification as may be necessary to make it valid and effective.
5. The Consultancy Agreement is a contract for the provision of services to the Client by the Company and I am engaged by the Company to enable it to fulfil its obligations to provide the Services. Nothing in this Agreement shall render me an employee, worker, agent or partner of the Client and I agree not to hold myself out as such.
6. The Client or any Client Group Company may enforce in its own name any provision of this Agreement which expressly or impliedly confers a benefit on it pursuant to the Contracts (Rights of Third Parties) Act 1999.
7. This agreement and any matter in connection with it or its subject matter is governed by and construed in accordance with the law of England and Wales.

Executed as a deed by Consultant acting on behalf of The Speedshop KK, a Director,

.....
DocuSigned by:

2DD8182315324E3.....

Director (Nate Berkopel)

Executed as a deed this day and year first before written by Nate Berkopel, the Individual:

.....
DocuSigned by:

2DD8182315324E3.....

Signature of Individual