

SERVICES AGREEMENT

This services agreement is between EMERGING360, INC., a California corporation (the “**Company**”) and Mugdha Amin-Mulay (“**Consultant**”).

The Company is in the business of international development consulting, including software design and eLearning development, and wants to engage the Consultant to provide instructional design and module review services.

The Consultant has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the “**Services**”). Subsequent work may be added in the future through the incorporation of additional exhibits by mutual agreement and signature of both parties.
- (b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:
 - (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
 - (iii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;
 - (iv) communicate with the Company about progress the Consultant has made in performing the Services;
 - (v) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant’s work must be performed on or with the Company’s equipment;
 - (vi) provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects; and
 - (vii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company.

- (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) **Term.** This agreement will become effective as described in section 22. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for those Services (the "**Term**"). However, this agreement may not remain effective for more than 2 years unless extended in writing.
- (b) **Termination.** This agreement may be terminated:
 - (i) by the Company on provision of 15 days' written notice to the other party, with or without cause;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach; or
 - (iii) by the Company at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this agreement, or
 - (iv) automatically, on the death or dissolution of the Consultant.
- (c) **Effect of Termination.** After the termination of this agreement for any reason, the Company shall promptly pay the Consultant for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

- (a) **Terms and Conditions.** The Company shall pay the Consultant in accordance with **Exhibit A**.
- (b) **No Payments in Certain Circumstances.** No payment will be payable to the Consultant under any of the following circumstances:
 - (i) if prohibited under applicable government law, regulation, or policy;

- (ii) if the Consultant did not directly perform or complete the Services described in **Exhibit A**;
 - (iii) if the Consultant did not perform the Services to the reasonable satisfaction of the Company; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- (c) **No Other Compensation.** The compensation set out above and in **Exhibit A** will be the Consultant's sole compensation under this agreement.
- (d) **Expenses.** Any ordinary and necessary expenses incurred by the Consultant or its staff in the performance of this agreement will be the Consultant's sole responsibility. The exception to this is authorized travel expenses and other business expenses directly related to provision of the services and explicitly authorized by the Company, which will be reimbursed based on receipts of actual expenses incurred and within the allowable caps set by Emerging360.
- (e) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (f) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS.

- (a) **Independent Contractor Status and "White-Labeling" Relationship and Non-Compete.**
 - (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
 - (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide all necessary insurance coverage for itself and its staff.

- (iii) Consultant understands and acknowledges that this is a “white-labeled” relationship whereby Consultant’s work for Company is “white-labeled” as part of Company’s work for its own clients. Consultant may be asked to communicate with Company’s business clients using a Company email address provided by Company and to use Company business cards provided by the Company when interacting with Company’s clients.
 - (iv) Consultant is free to provide services to any other company with the exception whilst this Agreement is in force, and for two years after termination of this Agreement, Consultant may not engage or be concerned directly or indirectly in the provision of Services to the Company’s current or former clients without the express written consent of the Company. Similarly, Consultant undertakes not to promote itself to or solicit business from the Company’s current or former clients without the express written consent of the Company.
- (b) No publicity
- (i) Consultant may not advertise, publicize, or post on its Web site the names, details, screenshots, illustrations, or any other identifying information pertaining to Company or Company’s clients or partners without express written permission from Company. Consultant may not discuss or disclose the terms of this Agreement to Company’s clients, partners, consultants, or other third parties.
- (c) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the “**Company Inventions**”), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as “works made-for-hire,” as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions. Company Inventions include all works-made-for-hire as a part of the Services, including all original source files, images, design files, etc.
- (d) **Disclosure of Company Inventions.** The Consultant shall promptly disclose in writing to the Company all Company Inventions that the Consultant has authored, made, conceived, or first actually reduced to practice, alone or jointly with others.
- (e) **Assignment of Company Inventions.** If the Company Inventions or any parts of those are deemed not to have been works made-for-hire, the Consultant hereby assigns to the Company all interest the Consultant may have in the Company Inventions, including all copyrights, publishing rights, rights to use, reproduce, and otherwise exploit the Company Inventions in all formats or media and all channels, whether now known or created in the future.
- (f) **Patent and Copyright Registrations.** The Consultant shall assist the Company or its designee, at the Company’s expense, to secure the Company’s rights in the

Company Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating to the Company Inventions in all countries, including by disclosing to the Company all pertinent information and data with respect to those, by signing all applications, specifications, oaths, assignments, and other instruments that the Company deems necessary to apply for and obtain those rights and to assign and convey to the Company, its successors, assigns, and nominees the exclusive interest in the Company Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating to those. When it is in the Consultant's power to do so, the Consultant shall sign or cause to be signed these instruments or papers after the termination or expiration of this agreement. If the Consultant provides assistance after the termination or expiration of this agreement at the Company's request, the Company shall pay the Consultant a reasonable rate for any time spent. If because of the Consultant's mental or physical incapacity or for any other reason the Company cannot secure a signature to apply for or pursue any application of any United States or foreign patents or copyright registrations covering Company Inventions or original works of authorship assigned to the Company, the Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Consultant's agents and attorneys in fact, to act for and on behalf of the Consultant to sign and file those applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations with the same legal force and effect as if they had been signed by the Consultant.

5. USE OF TRADEMARKS.

The Consultant may not use, reproduce, or distribute the Company's service marks, trademarks, and trade names or those of the Company's clients (collectively, the "**Company Marks**") in connection with the performance of the Services without written permission from the Company. The Consultant may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's interest in the Company Marks. The Consultant may not cause diminishment of value of the Company Marks through any act or representation. The Consultant may not apply for, acquire, or claim any interest in any Company Marks, or others that may be confusingly similar to any of them, through advertising or otherwise.

6. CONFIDENTIAL INFORMATION AND PRIVACY.

- (a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Company, or the Company's clients, that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("**Confidential Information**"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, the terms of this Agreement, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third

party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) Obligation to Maintain Confidentiality.

(i.) Confidentiality. At all times during its work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any of the Company's Confidential Information. Furthermore, non-public information that comes into the possession of the Consultant in connection with the Agreement and the implementation of the Agreement shall be kept confidential and shall not be disclosed to any third party without the consent of the Company. The Consultant shall take all necessary precautions to prevent unauthorized persons from gaining access to, or knowledge of, confidential information. The confidentiality obligation shall apply to the Consultant's employees, subcontractors and other third parties who act on behalf of the Consultant in connection with the implementation of the Agreement. The Consultant may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, and if these are subjected to a confidentiality obligation corresponding to that stipulated in this Agreement.

(ii.) Term. The Consultant shall maintain the confidentiality and security of the Confidential Information until the earlier of: (i) such time as all Confidential Information disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Consultant or (ii) the 10th anniversary of the termination of the Consultant's work with the Company. However, to the extent that the Company has disclosed information to the Consultant that constitutes a trade secret under law, the Consultant shall protect that trade secret for as long as the information qualifies as a trade secret.

(c) Remedy. Money damages may not be a sufficient remedy for any breach of this section by the Consultant and, in addition to all other remedies, the Company may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

(d) Data Protection and Privacy.

Consultant shall comply with all relevant Data Protection Legislation, Applicable Privacy Laws, and any implementing regulations, guidance, or standards when processing Personal Data under this Agreement.

The Consultant confirms that, when acting as processor or service provider for Company, it shall:

- (i.) Only process Personal Data on the documented instructions of Company, unless required to process that Personal Data for other purposes outlined by European Union and American law, the law of any current Member State of the European Union and the law of any state that subsequently becomes a Member State of the European Union;
- (ii.) Inform Company if, in its opinion, its instructions would be in breach of Data Protection Legislation;
- (iii.) Not further use, transfer, or sell Personal Data to any third-party;
- (iv.) Handle requests from any data subject regarding their use of Personal Data as required under Data Protection Legislation and Applicable Privacy Laws;
- (v.) Inform Company of any data subject complaints, regulator inquiries, or law enforcement requests for access to Personal Data within forty-eight (48) hours of receipt;
- (vi.) Assist Company, to conduct privacy impact assessments (and any related consultations) where required under Data Protection Legislation.
- (vii.) At the request of Company, the Consultant shall provide evidence of its compliance with this clause and allow Company to audit that compliance.
- (viii.) The Consultant shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful

destruction or accidental loss, alteration, unauthorised disclosure or access. That shall include:

- (a) Ensuring any of its employees or agents or other persons to whom it provides access to Personal Data are obliged to keep it confidential;
 - (b) Using pseudonymisation and encryption of Personal Data, where appropriate;
 - (c) Implementing measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems and services, where appropriate, including implementing:
 - (d) Access controls,
 - (e) Audit logs, and
 - (f) Antivirus and vulnerability scanners;
 - (g) The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, where appropriate;
 - (h) A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data, where appropriate; and
 - (i) Assisting Company to comply with its own data security obligations under Data Protection Legislation;
- (ix.) Implement these, or substantially similar controls on any of the Consultant's service providers or processors of Personal Data.

The Consultant shall notify Company without undue delay, and in no case more than forty-eight (48) hours of becoming aware of, a security breach affecting Personal Data. The Consultant shall cooperate with Company to respond to and remediate such a breach and coordinate any notices related thereto.

7. REPORTING.

The Consultant shall report to Seth Fleisher, CEO.

8. REPRESENTATION REGARDING LOCATION OF WORK TO BE PERFORMED

Consultant represents and warrants that Consultant will not perform any Services for Company while physically present in the United States and as such is not subject to U.S. withholding. If at any point the Consultant intends to perform Services physically within the United States, Consultant will notify Company at least 5 days in advance, will need to procure Company's written agreement before performing such Services, and may be subject to United States withholding.

Consultant may be required to complete and provide to Company U.S. Tax Form W8-BEN.

9. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company under this agreement.

10. RETURN OF PROPERTY.

Within 5 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Company, retaining no copies or notes, all Company products, samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with its work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

11. INDEMNIFICATION.

(a) **Of Company by Consultant.** At all times after the effective date of this agreement, the Consultant shall indemnify the Company and its officers, owners, employees, subcontractors, affiliates, successors, and assigns (collectively, the "**Company Indemnitees**") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any Company Indemnatee may incur and that arise from:

- (i) the Consultant's negligence or willful misconduct arising from the Contractor's carrying out of its obligations under this agreement;
- (ii) the Consultant's breach of any of its obligations or representations under this agreement; or
- (iii) the Consultant's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent

jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the Company resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Consultant had been on the Company's payroll and employed as a Company employee.

12. LIMITATION OF LIABILITY

The Company shall not be liable to the Consultant or to any third party for special, indirect, incidental, or consequential damages, even if that party has been notified of the possibility thereof. The Company's total liability to the Consultant for breach of contract and for all other claims (including tort claims) arising in connection with this Agreement shall not exceed the total amount paid to the Consultant hereunder.

13. FORCE MAJEURE.

A party will be not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

14. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Alameda County, California.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

15. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

16. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 14, it is void.

17. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

18. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

19. NOTICES.

- (a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) **Addresses.** A party shall address notices under this section 17 to a party at the following addresses:

If to the Company:
Seth Fleisher, CEO
Emerging360, Inc.
1244 Ordway Street
Berkeley, CA 94706 USA
Fax: 1-510-524-8312
Email: seth@emerging-360.com

If to the Consultant:
Mugdha Amin-Mulay
A -301, Palash Plus,
Diagonally opp. Euro School,
opp. Falahaar/Chota Bite Good luck cafe, Kolte-Patil Pink City road,
Vishnudev Nagar, Wakad,
Pune, Maharashtra, India 411057
Tel: +91-9823104093
Email: mugdhaamin@gmail.com

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

20. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

21. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

22. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

23. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

24. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

MUGDHA AMIN-MULAY

Date: May 17, 2021

By: 
Name: Mugdha Amin-Mulay
Title: Consultant Instructional Designer

EMERGING360, INC.

Date: May 15, 2021

By: 
Name: Seth Fleisher
Title: President and CEO

Exhibit A
Statement of Work

DUTIES, TIMELINE, AND COMPENSATION

This Statement of Work (SoW) describes the scope of work to be undertaken under the *Services Agreement between Emerging360, Inc. and Mugdha Amin-Mulay (“Consultant”)*, dated May 15, 2021 (the “Agreement”) and the terms and conditions contained therein and herein. By signing this SoW, both parties agree to extend the Agreement by two years from the date of signing below, subject to the terms of the Agreement. The terms of this SOW are subject to the Agreement. In the event of a conflict between a provision in this SOW and the Agreement, the provision in the Agreement will prevail, except where a provision in this SOW specifically references a provision in the Agreement that it intends to override or change.

Consultant will report to Seth Fleisher, CEO of Emerging360.

DUTIES, TIMELINE, AND COMPENSATION

(i) DUTIES.

The purpose of the consultancy is to provide instructional design and module review services for Emerging360’s engagement with Norwegian Refugee Council (NRC USA).

Specifically, Consultant’s work will include:

- **Inception:**
 - 2 hours: Content Study + Analysis
 - 4 hours: Detailed Content Outline and Strategy
- **Low-fidelity storyboarding:**
 - 20 hours: Storyboard draft
 - 8 hours: SB updates (2 rounds each - internal + client)
- **Coordination with module developer + reviews**
 - 6 hours: Alpha + Beta + Gold reviews

Consultant to incorporate multiple rounds of feedback at each stage.

Consultant will report to Seth Fleisher, CEO, Emerging360.

(ii) TIMELINE.

Work is expected to take place from May – June 2021.

(iii) COMPENSATION.

Emerging360 shall pay Consultant for actual time worked at the rate of \$140 / day in aggregate as full compensation for the Services rendered up to a maximum of 5 days over the duration of the project. Consultant may not exceed 5 days of work without express written permission from Emerging360. It is the Consultant's responsibility to track Consultant's trajectory of work and total time worked.

Note that Consultant will provide and pay for Consultant's own health insurance, travel insurance, life insurance, disability insurance, and any and all other forms of insurance that Consultant may require. Emerging360 will not be liable or responsible for covering the cost of any insurance policy or medical expenses for Consultant.

Amount to be paid by wire transfer upon receipt of invoices for actual time worked. Payment will be made within 30 days of receipt of invoice. Late payments shall accrue interest from the date due at the lesser of the highest rate permitted by law and one and one half percent per month.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this **Exhibit A** on the date stated opposite that party's signature.

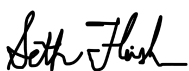
MUGDHA AMIN-MULAY

Date: May 17, 2021

By: 
Name: Mugdha Amin-Mulay
Title: Consultant Instructional Designer

EMERGING360, INC.

Date: May 15, 2021

By: 
Name: Seth Fleisher
Title: President and CEO