

## AGREEMENT

The present Consultancy Agreement, effective from the **Aug 4<sup>th</sup> 2014**, is made

### BETWEEN

**HT S.r.l. ("HT")** a Company incorporated under Italian law, with registered office in Milano, Via Moscova n. 13, registered before the Companies' Register of Milan REA n. 1712545, represented here by Mr. David Vincenzetti, CEO.

### AND

**Qavar Security Pte Ltd**, a Company incorporated under Singapore law, with registered office in 30 Cecil Street, Prudential Tower Level 27, Singapore 049712 registered before the Companies' Register of Singapore, represented here by Mr. Ching Kin Wah Eugene ("**Consultant**")

### Whereas

- a) HT is an Italian company operating, inter alia, in the field of IT security consultancy and management and carrying out activities related to ethical hacking, forensic analysis, cryptography, certifications of systems security, risks analysis and control, as well as project and development of offensive security software solutions (hereinafter, the "**Corporate Purpose**");
- b) within its activities, HT has created, projected and produced a software under the name "Remote Control System" (hereafter "**RCS**") with regard to which HT is the sole and exclusive owner of all the intellectual property rights;
- c) RCS is a software pursuant to which it is possible to attack, screen, gain control of and monitor Endpoint Personal Devices such as PCs and Smartphones;
- d) The Consultant has a specific expertise and knowhow for the development of software for the identification, analysis and exploitation of vulnerabilities and it is available to collaborate with HT.

## 1. POSITION AND DUTIES

- 1.1 The Consultant agrees to render to HT the services as described under **Schedule 1** (hereinafter "**Consultancy Activities**" or the "**Activities**")
- 1.2 The Consultant shall devote time, attention and skills as necessary to fully perform the Activities, and shall at all times act in the interests of HT and shall faithfully and diligently perform his activity.

In particular, in providing the services, the Consultant must, *inter alia*:



- a) act with a view of improving the analysis of vulnerabilities in order to better exploit the potentialities and performances of RCS;
  - b) make regular reports at any intervals or on any occasions and on any matters as HT requires;
  - c) comply with all applicable laws in all jurisdictions in which the Activities are performed;
  - d) comply with any working practices, rules or procedures applicable to Consultants at any location where the Activities are being performed;
  - e) use best endeavours to promote and protect the interests of HT;
  - f) within the scope of the Activities, comply with all reasonable and lawful instructions given by HT in order to achieve the outcomes desired by HT;
- 1.3 The Consultant provides the Activities at its own risk. At any time, HT may audit the Consultant to determine that the Activities are provided in accordance to this Agreement.
- 1.4 The Consultant will immediately inform HT of any event that could have a material adverse effect either generally or in connection with the performance of the Activities or exercise of HT's rights under this Agreement.
- 1.5 The Consultant will ensure that all obligations it has under this Agreement and all parts of this Agreement shall be performed by suitably qualified and experienced personnel; to this respect the Consultant agree and undertakes to previously inform in writing HT of any potential engagement of employees agents or consultants to perform the Activities, being agreed that the engagement of any of such employees, agents or consultants must be previously approved in writing by HT the consent of which shall not be unreasonably withheld. In any case, HT's consent will be without prejudice to the Consultant's responsibility towards HT for the proper performance of the Activities under this Agreement. It is also agreed that the person in charge of the project subject matter of this Agreement is – and shall be for the entire duration of this Agreement, unless otherwise agreed in writing or asked in writing by HT.
- 1.6 The Consultant agrees it will be solely responsible for, for any of the Consultant's employees, agents and consultants who perform the Services:
- a) the payment of all salaries, wages, holiday leave, sick leave and all other benefits to which any of them may be entitled under any contract of employment or services with the Consultant or under any statute or common law;
  - b) the payment of all taxes, social security payments, insurance and duties in respect of all remuneration and benefits, including employer's and employee's social security insurance contributions;
  - c) maintenance of, and the costs in respect of the maintenance of, mandatory insurance in respect of personal injury, employer's liability and all other risks of injury or death; and
  - d) compliance with, and all costs of compliance with, all other statutory, legal and contractual requirements.
- 1.7 The Consultant must, at the request of HT, prepare and execute any instruments and do any other acts and/or things, as may be necessary or desirable, to enable HT or its nominee to





obtain protection of any intellectual property rights vested in HT in such parts of the world as may be specified by HT or its nominee and to enable HT to exploit any intellectual property right vested in HT to its best advantage.

## 2. EFFECTIVE DATE AND DURATION

- 2.1 The relationship will commence on the **Aug 4<sup>th</sup>, 2014** and shall have duration of one (1) year expiring **Aug 3<sup>rd</sup>, 2015**.
- 2.2 Unless terminated by either party with registered letter to be sent to the other party at least 30 days before the expiration of the term of this Agreement, this latter shall automatically renew for a term of one additional year at the same economic terms and conditions.
- 2.3 HT shall be entitled to withdraw from this agreement, for any reason or cause at any time, by giving the other party prior written notice of at least 60 days. The Consultant shall be entitled to withdraw from this agreement, for any reason or cause at any time only after **Aug 3<sup>rd</sup>, 2015** by giving HT prior written notice of at least 60 days.
- 2.4 The obligations of the Consultant under articles 5 and 6 will continue to apply for three (3) years after the termination of this Agreement for any reason or cause.

## 3. PLACE OF WORK

- 3.1 The Consultant is authorized to carry out the Activities in any location and will have autonomy to determine all execution aspects and modalities in relation to the provision of the Activities, taking, however, into due account, HT suggestions, policies and eventual indications to this regard.

## 4. COMPENSATION

- 4.1 HT will pay the Consultant, for its Consultancy Activities, a fixed amount of Singapore Dollars **Eighty Thousand (S\$80,000) per year**, excluding VAT (where applicable).

This compensation shall be paid monthly in equal installments and credited to the bank account indicated by the Consultant. It is also understood that, in case the Consultancy Activities will provide outstanding results, the parties will discuss and HT might pay additional discretionary bonus compensation.

- 4.2 HT shall reimburse to the Consultant (against receipts or other satisfactory evidence in accordance to the tax law) all business expenses, previously agreed with HT, properly incurred and defrayed by him in the course of the relationship, pursuant to the applicable law, within 30 days of receiving the relevant receipts.

## 5. NON-COMPETITION – CONFIDENTIALITY AND RESTRICTIVE COVENANTS

5.1 The Consultant undertakes, for the entire duration of this agreement and for a period of three years starting from the termination of this agreement, and for whatever reason of termination, not to compete under any form with the company and, therefore,

- not to carry out in Asia, Europe or America personally or on behalf of third-parties, directly or indirectly, any labor, industrial, commercial or consulting activity in favor of companies which are in competition with HT or related to services or products sold by HT or in any event to services or products that, by their nature may be considered in competition with said products; this limitation will not apply in case HT will withdraw from the contract for any reason or cause according to clause 2.3;
- not to hire and establish any kind of cooperation for any title or reason with employees of HT;
- not to solicit or attempt to solicit, divert or entice away any customer of HT.

In case of violation of this non-compete obligation, the Consultant shall pay HT, as liquidated damages, a sum equal to Singapore Dollars **Eighty Thousand (S\$80,000)**, save the payment of further higher damages, if any.

5.2 It is understood and agreed that the compensation provided for in article 4 above has been calculated taking into consideration the non-competition obligations taken by the Consultant according to this article 5.

5.3 The Consultant shall neither during the duration of this agreement nor at any time after the termination, disclose or reveal any secrets of confidential information relating or belonging to HT or that has been given to HT or in confidence by the customers, suppliers or other persons.

To this purpose, any note and memorandum written by the Consultant relating to the above mentioned confidential information will belong to HT and will be immediately returned to HT in case of termination of this agreement.

Moreover the Consultant undertakes, without any prejudice of what is provided by the relevant laws or equity, not to use any item, secret or information belonging to HT or however provided by HT for non-authorized purposes.

## 6. INTELLECTUAL PROPERTY

6.1 In this article 6, "**Intellectual Property Right**" refers to a formula, process, invention, improvement, utility model, trade mark, service mark, business name, copyright, design right, patent, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (hereafter "**Proprietary Information**"), whether registered or unregistered and including all applications and rights to apply for the same, which:





- directly relates to, or results from, the Activities, that are in connection with the business or any product or service of HT to which the Consultant has performed the Activities; and
- is invented, developed, created or acquired by the Consultant, whether alone or jointly with any other person, solely for the purpose of performing the Activities, and of this Agreement;

Subject to the provisions of any patent law, design law or copyright law, all the Consultant's rights in any Intellectual Property Right will become the property of HT without any further payment to the Consultant for, being understood and agreed that the compensation provided for in article 4 above has been calculated taking into consideration the Intellectual Property Rights and their assignment to HT.

- 6.2 The Consultant will promptly communicate in confidence to HT full particulars of any Intellectual Property Right (whether or not it is vested in HT pursuant to clause 6.2 above or otherwise) and the Consultant must not use, disclose to any person or exploit any Intellectual Property Right without the prior written consent of HT.
- 6.3 The Consultant must, at the request and expense of HT, prepare and execute such instruments and do such other acts and things as may be necessary or desirable to enable HT or its nominee to obtain protection of any Intellectual Property Right vested in HT in such parts of the world as may be specified by HT or its nominee and to enable HT to exploit any Intellectual Property Right vested in HT to its best advantage.
- 6.4 The Consultant hereby irrevocably appoints HT to be its attorney in its name on its behalf to sign or execute any instrument or do anything and generally to use its name for the purpose of giving to HT or its nominee the full benefit of the provisions of this clause and in favor of any third party. A certificate in writing signed by any representative director of HT that any instrument or act falls within the authority conferred by this clause will be conclusive evidence that such is the case.
- 6.5 The Consultant must surrender to HT at any time on demand, and in any event under clause 6.3, all tangible items of intellectual property relating to the business or any product or service of HT in its possession or under its control. No unauthorized copy or other record of such intellectual property will be made or retained by the Consultant.

## **7. ASSIGNMENT**

- 7.1 HT may assign this Agreement to any subsidiary or associated entity without the prior consent of the Consultant.
- 7.2 The Consultant may not assign this Agreement without the prior written consent of HT and may not sub-contract the performance of any part of this Agreement without the prior written consent of HT.



## **8. TERMINATION BY DEFAULT**

- 8.1 Without prejudice to any other related provision of this Agreement, HT has the right to terminate this Agreement, pursuant to article 1456 of Italian Civil Code, with communication to be sent with registered letter, in case of breach of the Consultant of any of the obligations set forth in articles 1.2, 1.4, 1.5, 1.6, 5.1, 5.3, 6.1, 6.3, 6.3, 6.4, 6.5, 6.6, 11.2.

## **9. TERMINATION**

- 9.1 On termination of the present agreement, the Consultant shall resign from any role he should play within HT and will forthwith return to the Company all equipment, correspondence, reports, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging to the Company which will be in his possession or under his control. The Consultant shall, whenever asked to do so, or in any case upon termination of his relationship with HT, deliver to HT or to an attorney duly authorized, all keys, security passes, credit cards, documents, tapes, software files or, in general, any other element which was under his possession and control and which relates to HT's business, with an obligation not to provide any copies of the same to any third party and not to retain any copies herself, except with the express and written consent by HT.

## **10. NOTICES**

- 10.1 Any notice, approval, consent or other communication under this Agreement will be in writing, and delivered personally or given by prepaid registered post, facsimile or email to another party at the address of that other party indicated in this Agreement, or to another address as that party may from time to time notify to the other for the purposes of this clause.
- 10.2 Proof of posting by prepaid registered post or of dispatch of facsimile, will be proof of receipt:
- in the case of a letter, on the third day after posting;
  - in the case of facsimile, on the day immediately following dispatch, provided that the sender's facsimile machine produced a simultaneous satisfactory transmission report; and
  - in the case of email on the day immediately following the date of sending.

## **11. MISCELLANEOUS**

- 11.1 The Consultant shall promptly communicate to the Company any variation concerning his residence and his domicile.
- 11.2 The Consultant must not indicate to any person that he acts as agent for HT or is authorized to bind or commit HT to any obligation, and cannot bind HT in contract or otherwise, unless HT expressly grants, in writing, the Consultant with the right to act on its behalf





- 11.3 The relationship between HT and the Consultant is that of principal and independent Consultant. Nothing in this Agreement will be taken as constituting the Consultant or any employee, agent or Consultant of the Consultant as an employee or agent of HT.
- 11.4 Failure or omission by HT at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision, or the right of HT to avail itself of the remedies it may have in respect of any breach of a provision.
- 11.5 Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.
- 11.6 This Agreement may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of the parties.

## **12. APPLICABLE LAW AND JURISDICTION**

- 12.1 This Agreement shall be governed and construed under and in accordance with the laws of Italy.
- 12.2 For any disputes relating to the interpretation or execution of this agreement the Court of Milan shall have exclusive jurisdiction.


## **13. DATA PROTECTION**

- 13.1 The Consultant:

consents to HT processing personal information for the Activities and, where necessary, to transfer such information to any third parties (for example, banks and other employers following a business transfer or merger) based inside and outside the European economic areas in respect of which the Services are provided; will provide to HT, all personal data pursuant to the legislative Decree 30th June 2003, no. 196, which includes but is not limited to a change of address and/or telephone and fax number, bank details, dependents; and pursuant to Art. 13 of the legislative Decree 30th June 2003, no. 196, agrees to the recording, processing, use, disclosure and transfer by HT of personal data relating to it. This does not affect its right to request (i) copies of the personal data of which it is the subject; and (ii) the name of any third parties who have received such personal data pursuant to the legislative Decree 30th June 2003, no. 196.

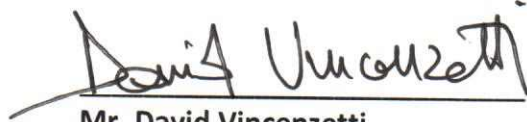


IN WITNESS whereof the parties have executed this Agreement by the signature of their duly authorized representatives below.



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**Ching Kin Wah Eugene**  
The Consultant  
Qavar Security Pte Ltd



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**Mr. David Vincenzetti**  
CEO  
HT S.r.l



## Schedule 1 — Consultancy Activities

"The Activities", referred to in this Agreement, are for the provision of services rendered to HT, whereby such services are summarized as follows:

1. The research, identification and analysis of software vulnerabilities in specific target operating systems and/or software applications, either found by the Consultant, and/or is identified by and communicated to the Consultant by HT, as well as the development of specific software required to accelerate and improve the research, identification and analysis of software vulnerabilities;
2. The research and analysis of potential exploitation techniques or methods towards software vulnerabilities found in (1);
3. The development of software for the demonstration (i.e. proof-of-concept) of vulnerabilities found in (1);
4. The provision of reports and information of (1), (2) and (3), in accordance to the schedule agreed with HT;

