

CONSULTANCY AGREEMENT

This consultancy agreement (the “**Agreement**”), effective from June [], 2015 is made

BETWEEN

HT S.r.l., an Italian corporation (“**HT**”) with offices at Via Moscova 13, Milan, Italy,

AND

Mr. Ryan Oliace, residing at 906 Cattle Lane, Great Falls, VA, 22066, (“**Consultant**”, and together with HT, the “**Parties**”).

Whereas

- (a) HT operates, *inter alia*, in the field of IT security consultancy and management and carries out activities related to ethical hacking, forensic analysis, cryptography, the certification of system security, risk analysis and control, as well as design and development of “offensive” security software solutions (the “**Business**”);
- (b) HT has developed and produced a software program called, “*Remote Control System*” (“**RCS**”), which allows the user to attack, screen, gain control of and monitor endpoint personal devices such as personal computers and smartphones. HT owns all intellectual property rights relating to RCS;
- (c) HT wishes to assess the feasibility of expanding its presence and Business in the Territory (as defined in Annex 2); and
- (d) in furtherance of the above, HT wishes to engage the Consultant, and Consultant wishes to be engaged by HT, to carry out the Services (as defined below), on the terms and conditions contained herein.

1. Services

- 1.1 The Consultant agrees to render to HT the services as described under Annex 1 (the “**Services**”).
- 1.2 The Consultant (i) represents and warrants to HT that the Consultant is not engaged, and undertakes not to engage during the term hereof, in any activity on his own behalf or on behalf of third parties that competes with the Business or that might interfere with his performance of the Agreement, and (ii) acknowledges that HT is entering into this Agreement in reliance on the foregoing representation and warranty.

SV
20/

- 1.3 The Consultant shall devote such time, attention and skills as are necessary to fully, faithfully and diligently perform the Services. In particular, in performing the Services, the Consultant shall, *inter alia*:
1. act with a view of promoting, advancing and improving HT's Business, and in particular RCS;
 2. make regular periodic reports on opportunities relevant to the expansion of the Business in the Territory, and on such related matters as HT requires within the scope of the Services;
 3. comply with all applicable laws in the Territory;
 4. comply with any working practices, rules or procedures applicable to Consultants at any location where the Services are being performed;
 5. use best efforts to promote and protect HT's interests;
 6. within the scope of the Services, comply with all reasonable and lawful instructions given by HT to achieve HT's desired outcomes; the Consultant may determine the method of achieving such outcomes, provided any such method is not inconsistent with HT's interests; and
 7. obtain HT's prior written consent before engaging in any activity outside the scope of this Agreement, whether on its own behalf or on behalf of third parties, that might affect the Consultant's ability to his obligations hereunder.

Consultant shall perform the Services to the best of his ability in compliance with all applicable professional standards and applicable rules, regulations and laws, and HT's standards of conduct, and shall, in respect of all such activities, use all reasonable efforts to achieve the objectives of the projects and undertakings encompassed by the Services in accordance with the applicable timeframes, guidelines and budgets designated by HT, in each case, efficiently and expeditiously by allocating sufficient time, effort and resources to complete such activities.

- 1.4 At any time, HT may audit the books and records of Consultant, which Consultant shall make reasonably available to HT for said purpose, to determine that the Services are provided in accordance with this Agreement.
- 1.5 The Consultant will, immediately upon becoming aware thereof, inform HT of any event that could have a material adverse effect on Consultant's ability to perform the Services or on HT's ability to exercise its rights under this Agreement.
- 1.6 The Company is entering into this Agreement in reliance upon the special knowledge, experience and expertise of the Consultant. Accordingly, this Agreement is exclusive to Consultant and Consultant may not (i) assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, or (ii) engage any person other than Consultant to provide Services hereunder, without the prior written consent of the Company.
- 1.7 HT is and will be the sole and exclusive owner of all right, title and interest in and to any work product developed or created by Consultant in connection with the performance of the Services (including without limitation information, designs, creative works, developments, documents) ("**Work Product**"), including all copyrights and other intellectual property

✓
20/

rights therein. In furtherance of the foregoing, Consultant shall create all Work Product as works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product does not qualify as, or otherwise fails to be, work made for hire, Consultant shall, and hereby does, (a) assign, transfer and otherwise convey to the HT, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to such Work Product, including all copyrights and other intellectual property rights therein; and (b) irrevocably waive any and all claims that Consultant may now or hereafter have in any jurisdiction to so-called “moral rights” with respect to such Work Product. Consultant agrees, at the HT’s request and expense, to assist and cooperate with the HT and execute such documents and take such further acts as requested by the HT to acquire, transfer, maintain, perfect and enforce the HT’s intellectual property rights in the Work Product.

2. Effective Date and Duration

- 2.1 The Agreement shall take effect on July 10, 2015 and shall have a duration of six (6) months, expiring on January 10, 2016.
- 2.2 Either Party may terminate this Agreement, for any reason or cause at anytime during the term of this Agreement, by giving the other Party thirty (30) days prior written notice.

3. Place of Work

- 3.1 The Consultant is authorized to carry out the Services in any location in the Territory.

4. Compensation

- 4.1 HT will pay the Consultant for its performance of the Services a fixed total amount of Eleven thousand six hundreds US Dollars (\$11,600.00) per month during which this agreement shall be effective and the consultant shall carry out his activity, VAT excluded where applicable (the “**Fixed Compensation**”). In addition to the Fixed Compensation, HT shall pay the Consultant a Commission (as defined in Annex 3) as set forth and defined in **Annex 3**.

In anticipation of Commissions to be paid hereunder, HT shall pay Consultant an amount equal to \$30,000 on or before each of October 31, 2015 and January 31, 2016 for the periods from the date hereof and ending September 30, 2015 and from October 1, 2015 and ending December 31, 2015, respectively; it being understood and agreed, however, that (i) each such advance Commission payment shall only be paid if this Agreement remains in effect at the relevant time; (ii) such advance payments shall be applied to HT’s Commission payment obligations hereunder; and (iii) in the event that any such amounts actually paid exceed Commission payable hereunder for either such period, Consultant shall not be obligated to refund any such excess.

- 4.2 Consultant will provide, at its own expense, the equipment, supplies and other materials used to perform the Services. Consultant is responsible for any costs or expenses incurred in

281767v3

Handwritten signature and initials, possibly 'D' and 'lo', in the bottom right corner.

connection with the performance of the Services, provided, however, that Company will reimburse Consultant for those expenses related to [_____] that are agreed to in writing by HT.

5 Non-Competition; Non-Solicitation

5.1 The Consultant agrees, during the term of this Agreement and for a period of one year starting from the termination of this Agreement, and for whatever reason of termination, that he will not, directly or indirectly, own more than three percent (3%), manage, operate, control, be employed by, participate in, provide services to, or be connected in any manner with the ownership, management, operation or control of, any Competitor in the Territory. For purposes of this Agreement, Competitor means any entity that competes with the Business, including those in effect as of date of termination of this Agreement.

5.2 The Consultant agrees that, during the term of this Agreement and for a period of one year starting from the termination of this Agreement, and for whatever reason of termination, directly or indirectly:

1. solicit, sell, service, manage, consult, provide, or accept any request to provide any business (collectively, "Soliciting") from or by any person, firm or other entity that is a Client or Prospective Client of HT or any affiliate thereof, or whose account constituted a Client or Prospective Client account of HT or any affiliate, provided, that, nothing in this subsection shall prevent the Consultant from Soliciting a Client or Prospective Client with respect to products or services that do not compete with the Business;

2. induce the termination, cancellation or non-renewal of any business agreements between HT and any of its Clients, Prospective Clients or suppliers;

3. solicit, hire and/or otherwise retain the employment, consulting or other services of any other permanent, temporary and/or prospective employee or consultant of HT;

4. induce any such permanent, temporary and/or prospective employee or consultant to leave the HT's employment or to breach any agreement between them and HT;

5. interfere with the relationship between HT and any employee, independent contractor or consultant, and/or Client or Prospective Client of HT; or

6. interfere or attempt to interfere with any transaction in which HT was, is or intends to be, involved.

For purposes of this Section 5.2, (i) "Client" includes, but is not limited to, any person, company, or other entity which, during the term hereof, purchased and/or used HT products or services, or paid fees, commissions or payments of any kind to, or otherwise engaged in, any business with HT or any of its subsidiaries or affiliates, and (ii) "Prospective Client" means any person, people or business entity with whom HT has had any negotiations or discussions during the twelve (12) months prior to termination of this Agreement regarding the possible engagement of HT to provide products or perform business services on behalf of such third party, during the term of this Agreement.

Handwritten signature and initials in the bottom right corner of the page.

5.3 Consultant acknowledges and agrees that his breach or threatened breach of any provision of Sections 5.1 or 5.2 (the “**Restrictive Covenants**”) would result in irreparable harm for which monetary damages will not provide an adequate remedy. If Consultant breaches, or threatens to commit a breach of, any Restrictive Covenant, HT shall have the following rights and remedies (upon compliance with any necessary prerequisites imposed by law and upon the availability of such remedies), each of which shall be independent of the other and severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to HT under law or in equity (including, without limitation, the recovery of damages):

1. To have the Restrictive Covenants specifically enforced by any court having jurisdiction, including the right to seek entry against Employee of restraining orders and injunctions (temporary, preliminary, mandatory, and permanent) against violations, threatened or actual, and whether or not then continuing, of such Restrictive Covenants without the necessity of proving any actual damages or the posting of any bond; and

2. To require Consultant to account for and pay over to HT all compensation, profits, monies, accruals, increments or other benefits derived or received by Employee as the result of any transactions constituting a breach of any of the Restrictive Covenants.

5.4 It is understood and agreed that the consultancy fees provided for in Art. 4 above have been calculated taking into consideration the non competition obligations taken by the Consultant according to this article 5.

6. Confidentiality

6.1 The Consultant shall not, during the duration of this Agreement and after the termination hereof, (i) disclose or reveal any secrets of confidential information relating or belonging to HT or that have been given to HT or in confidence by HT’s customers, suppliers or other persons, except (a) with the prior written consent of a duly authorized officer of the Company, or (b) to the extent necessary to comply with law or valid court order, in which event Employee shall notify the Company, as promptly as practicable, or (ii) use any confidential information for any purpose other than the performance of the Services.

To this end, (i) any writing of the Consultant relating to any such confidential information will belong to HT and will be immediately returned to HT in case of termination of this Agreement, and (ii) Consultant will use reasonable efforts to prevent any prohibited use or disclosure of the confidential information by any other person. Consultant further agrees to use his best efforts and to exercise utmost diligence to protect and guard and keep confidential all confidential information that shall come into Consultant’s possession by reason of his performance of the Services under this Agreement.

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 immediately terminate this Agreement upon written notice by certified mail, in the event of breach by the Consultant of any of his obligations set forth in Sections 1.2, 1.3, 1.5, 1.6, 1.7, 5.1, 5.2, 6.1, 7.2, 10.1 and 11.1.

9. Termination

9.1 On termination of the Agreement, the Consultant shall cease performing the Services 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 himself, except with the express and written consent by HT.

10. Independent Contractor; Related

10.1 Consultant agrees that it (and its employees and agents) is engaged by the Company as an independent contractor and not as an employee, and as such, will have no authority (and shall not give the appearance that they have the authority) to obligate the Company by contract or otherwise, will not be an employee of the Company for any purpose, shall not be entitled to participate in any fringe benefits or privileges given or extended by the Company to its officers or employees, including, without limitation, health insurance, disability and/or life insurance benefits (including any benefit allowance), retirement plans, vacation, equity, or other perquisites, and will be responsible for the filing and payment of all required filings and payments to the controlling governmental taxing authorities, including, without limitation, payments of all withholding and payroll taxes due on compensation received hereunder. For the avoidance of doubt, neither the Consultant nor its employees (a) may execute contracts on behalf of the Company or (b) shall have any authority in respect of the management, the formulation of policy or supervision of employees of the Company.

10.2 Consultant shall maintain in force adequate general liability, errors and omissions, workers' compensation (if required), and other forms of insurance, with policy limits sufficient to protect and indemnify the Company, and each of its officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Consultant's (and its employees and agents) conduct, acts, or omissions.

281767v3

✓
RGA

10.3 Consultant (and, as applicable, its employees) shall be solely responsible for any and all taxes due or payable on any sums paid to Consultant pursuant to this Agreement, including for all required income tax, social security, worker's compensation, disability payments and withholdings. In addition, Consultant shall indemnify the Company and hold the Company and its agents harmless from and against all claims, demands, liabilities, damages, interest, and penalties, including reasonable attorneys' fees and costs, for any amounts assessed by or due to any federal, state or local government with respect to any sums paid to Consultant pursuant to this Agreement.

11. Miscellaneous

11.1 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 the other 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.

Proof of mailing by prepaid certified mail or facsimile, will be proof of receipt:

- i) in the case of a letter, on the third day after posting;
- ii) 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
- iii) in the case of email on the day immediately following the date of sending.

The Consultant shall promptly communicate to the Company any variation concerning his residence and his domicile.

11.2 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 another provision hereof.

11.3 Consultant acknowledges and agrees that the restrictions imposed upon you by the terms, conditions and provisions of this Agreement are fair, reasonable, and reasonably required for the protection of HT. In the event that any part of this Agreement is deemed invalid, illegal, or unenforceable, all other terms, conditions, and provisions of this Agreement shall nevertheless remain in full force and effect. In the event that the provisions of Sections 5.1 or 5.2 of this Agreement relating to the length of restriction or scope of restriction are deemed to exceed the maximum length or scope that a court of competent jurisdiction would deem enforceable, said length or scope shall, for purposes of this Agreement, be deemed to be the maximum length or scope that such court would deem valid and enforceable, and that such court has the authority under this Agreement to rewrite (or "blue-pencil") the restriction(s) at issue to achieve this intent.

Handwritten signature and initials in the bottom right corner of the page.

11.4 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

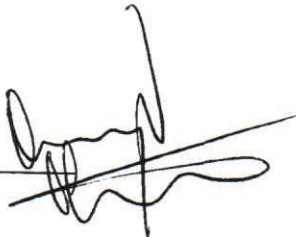
12.1 This Agreement shall be governed and construed under and in accordance with the laws of New York.

12.2 Any legal suit, action or proceeding arising out of or based upon this Agreement shall be instituted in any United States federal court or state court located in the state of New York, in the City of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and] irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CONSULTANT

Ryan Oliace



6/30/2015

HT S.R.L

David Vincenzetti
Chief Executive Officer



7/1/2015

Annex 1 – Consultancy Activity

Services, Duties and Scope

In the capacity as CONSULTANT with the following objective:

- a) gathering information on the markets and distribution of HT products in the Territory;
- b) suggest potential business development and marketing strategies for the sale, distribution and/or license of RCS and HT products in the Territory;
- c) assist HT in its strategies with possible new customers of RCS and HT products in the Territory;
- d) act as a SW Evangelist to promote the utilization of RCS and HT products by different governmental agencies;
- e) provide technical sales and market assistance to distributors/dealers and end users;
- f) conducting research on the demand or potential demand in the Territory for the products and services offered by the Group; defining sales and pricing strategy;
- g) serve as business development/technical contact point for specific clients and market as indicated by management. The activities are including, among the others: product and demonstration and presentation to current and potential clients; performing PoC – Proof of Concept; evaluating the technical feasibility of specific projects; market analysis and strategies; incentive plan definitions; partnership with dealers / broker worldwide;
- h) should, when performing the Services, the Consultant evaluate possible new clients suitable for HT products on the Territory, the Consultant shall procure such new clients to HT; being understood that the brokerage activity shall not be carried out on a stable and continuative basis; and
- i) such other ad hoc tasks as may be required by HT.

HT shall give to the Consultant all information required for the realization of the purpose of this Agreement and the Services, designating to that effect as main interlocutors, in the persons of Giancarlo Russo and David Vincenzetti.

[Handwritten signature]
[Handwritten signature]

Annex 2 - Territory

“Territory” means the United States (including its territories), Australia, Canada, New Zealand, the United Kingdom and NATO member countries other than those listed above.



Annex 3 - Commissions

HT shall pay Consultant a "Commission", in U.S. dollars, on royalties and fees actually received by HT from "Qualifying Customers", less any freight, handling and shipping charges; excise, sales, use and other personal property taxes; discounts, returns, allowances and credits; and other direct costs of goods sold, such as commissions or fees paid to third parties and hardware and other component costs (such amount of net royalties and fees, the "Net Royalties"),

- i) a "Qualifying Customer" shall be any U.S. customer or licensee to which HT sells or licenses products or services that HT and Consultant agree in writing is originated by Consultant; and
- ii) a "Commission" shall be equal to a percentage of Net Royalties, not to exceed four percent (4%), to be agreed by HT and Consultant in writing after the date hereof.

Re

BV