

## AGREEMENT

The present Consultancy Agreement, effective from the March 1<sup>st</sup> 2012, 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

Mr. Velasco Luis Alejandro ("Consultant"), US citizen, born in California on August 2<sup>nd</sup> 1964, residing in Annapolis, Maryland USA.

### 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) HT intends to assess and, should it be feasible, develop and strengthen its corporate position in the Americas, with reference to the activities, which are part of its Corporate Purpose, described under the above letter (a).

### 1. Position and Duties

- 1.1 The Consultant agrees to render to HT the following services: (i) to provide a better understanding of the Americas, with reference to the Corporate Purpose; (ii) to suggest potential business development and marketing strategies for the sale, distribution and/or license of RCS in the Americas; (iii) to assist HT in its strategies with possible new customers of RCS in the Americas; (iv) act as a SW Evangelist in order to promote the utilization of RCS by different governmental agencies; (v) evaluate and advice the company about the potential establishment of a stable presence in the Americas through a local company/branch office; (vi) provide technical sales and market assistance to distributors/dealers and end users; (vii) gather information on regulatory requirement related to establishing a permanent entity (together, the activities under numbers (i), (ii),(iii), (iv), (v), (vi) and (vii) are defined hereinafter "**Consultancy Activities**")
- 1.2 Should, when performing the Consultancy Activities, the Consultant evaluate possible new Clients suitable for HT products on the Americas, the Consultant, shall procure such new clients to HT (the "**Brokerage Activity**"; being understood that such brokerage activity shall not be carried out on a stable and continuative basis)

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(the Consultancy and the Brokerage Activities shall be jointly hereinafter referred to also as the "Activities")

1.3 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*:

1. act with a view of promoting, advancing and improving the HT's Corporate Purpose, with specific reference to RCS;
2. make regular reports at any intervals or on any occasions and on any matters as HT requires, within the scope of the Corporate Purpose and, in particular, of the Activities;
3. comply with all applicable laws in all jurisdictions in which the Activities are performed;
4. comply with any working practices, rules or procedures applicable to Consultants at any location where the Activities are being performed;
5. use best endeavours to promote and protect the interests of HT;
6. within the scope of the services, comply with all reasonable and lawful instructions given by HT in order to achieve the outcomes desired by HT, although the Consultant may determine the method of achieving those outcomes, in a manner that is not inconsistent with the interests of HT;

1.4 The Consultant provides the services at its own risk. At any time, HT may audit the Consultant to determine that the Activities are provided in accordance to this Agreement.

1.5 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.

1.6 The Consultant shall not engage any employee, agent or Consultant to perform the services, unless expressly and previously authorized in writing by HT. 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.

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 March 1<sup>st</sup> 2012 and shall have a duration of [one] year expiring the February 28<sup>th</sup> 2013.

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 Each party shall be entitled to withdraw for this agreement, for any reason or cause at anytime during, by giving the other party 60 days prior written notice.



### **3. Place of work**

- 3.1 The Consultant is authorized to carry out the Activities in any location in the Americas and it 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 80.000,00 (eighty thousand/00) Dollars per year, [VAT excluded, where applicable]. This compensation shall be paid monthly in equal installments and credited to the bank account indicated by the Consultant.
- 4.2 Should the Consultant, within the execution of the Brokerage Activity, procure to HT one or more contracts of sale/license (or any other similar contract granting commercial exploitation and/or enjoyment of RCS) – at the essential condition that the contract is effectively procured by the Consultant and upon its punctual and complete execution – HT will grant to the Consultant a further lump compensation to be determined – with reference to the result of the performance of the consultant – as per Exhibit [1].
- 4.3 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**

- 5.1 The Consultant undertakes, for the entire duration of this agreement and for a period of one year starting from the termination of this agreement, and for whatever reason of termination, not to compete under any form with the company and, therefore,
- (i) not to carry out in the U.S. and in Europe, 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;
  - (ii) not to hire and establish any kind of cooperation for any title or reason with employees of the HT;
  - (iii) to contact for any reason HT's clientele.

In case of violation of this non compete obligation, the Consultant shall pay HT, as liquidated damages, a sum equal to 100 % of the gross yearly compensation received by the Consultant during the 12 months preceding the violation or, in the case of violation after the termination, during the 12 months preceding the termination, save the payment of further higher damages, if any.

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- 5.2 It is understood and agreed that the compensation provided for in art. 4 above has 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 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.

## **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, 6.1, 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 despatch of facsimile, will be proof of receipt:

- (a) in the case of a letter, on the third day after posting;
- (b) in the case of facsimile, on the day immediately following despatch, provided that the sender's facsimile machine produced a simultaneous satisfactory transmission report; and
- (c) 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 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.

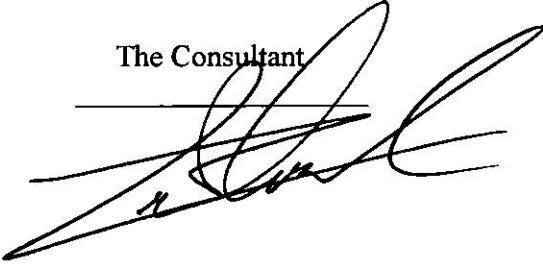
## **13. DATA PROTECTION**

- 13.1** The Consultant:
  - (a) 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;
  - (b) 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



- (c) 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.

The Consultant



  
AHTI Sr.l  
HT  
Via Moscova, 13 - 20121 Milano

