

26 September 2024

CONSULTANT AGREEMENT

BEE IDEA TECHNOLOGY L.L.C

&

KOON YAU CHU

This **AGREEMENT** is entered into on the **01 October 2024**

PARTIES

- (1) **B E E Idea Technology L.L.C**, Registered Address at 1703, Al Moosa Tower 2, Sheikh Zayed Road, Dubai with trade license number 919737 (the "Client"); and
- (2) **Koon Yau Chu** born in Hong Kong on 29 August 1955 with passport number H24024779 (the "Consultant")

collectively the "Parties", and "Party" or "Parties" mean respectively party, or parties, to this Consultancy Contract.

AGREED TERMS

1. Interpretation

1.1 In this agreement the following expressions have the following meanings:

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

"Engagement" means the engagement of the Consultant by the Client on the terms of this Agreement;

"Force Majeure Event" means any act, event, non-happening, omission or accident beyond either Party's reasonable control including: (a) acts of God, war, riot, civil unrest, terrorism, pandemics (including COVID-19), malicious damage or strike or other industrial action in any jurisdiction relevant for The Consultant's operations; (b) distributed denial of service attacks or other viruses (c) failure of or interruption to telecommunications services, power supply or other utility services, or the impossibility of the use of public or private telecommunications networks; (d) the inability to obtain supplies, accident, breakdown of machinery; and/or (e) lightning, earthquake, hurricane, storm, fire, flood, drought, accumulation of snow or ice and other extreme weather or environmental conditions; (f) government action or decree, any legal or regulatory change and any decision, order, act or omission of any governmental, regulatory, judicial or other body (whether or not having legal powers); **"Group"** means in relation to any company, that company, any parent undertaking of that company from time to time and any subsidiary undertaking from time to time of that company or any such parent undertaking, and references to a "Group Company" shall be construed accordingly, including but not limited to any company or legal entity of which Ms Yan Tang and/or Mr Mauro Orru are directors, shareholders or controllers of (terms used in this definition shall have the meaning ascribed to them in the Companies Act 2006, as amended or re-enacted from time to time), and any company or legal entity that directors, shareholders or controllers of the Other Party are also directors, shareholders or controllers of.

"Intellectual Property" means all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Engagement; and **"Restricted Client"** means any firm, company or person who, during the 24 months before termination, was a client or prospective Client of the Client and/or any of its Group Companies with whom the Consultant had contact or about whom the Consultant became aware or informed in the course of their engagement,

"Restricted Person" means anyone employed or engaged by the Client and/or any of its Group Companies and who could materially damage the interests of the Client and/or any of its Group Companies if they were involved in any capacity whatsoever in any business concern which competes with any Restricted Business and with whom the Consultant dealt in the course of their engagement, and

"Services" means;

Services as per Schedule 1.

- 1.2 References herein to "Clauses" and "sub-clauses" are to clauses and sub-clauses of this Agreement unless otherwise specified. Clause headings are included in this Agreement for convenience only and do not affect its construction.
- 1.3 Unless otherwise required words denoting the singular include the plural and vice versa and words denoting the masculine gender shall include the feminine and neutral gender and vice versa
- 1.4 The Schedule to this Agreement forms part of (and is incorporated into) this Agreement
- 1.5 References in this Agreement to statutory provisions include all modifications and reenactments of them and all subordinate legislation made under them.

2. Term

- 2.1 The Client shall engage the Consultant, and the Consultant shall provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall commence on **1 October 2024** and shall continue until **30 September 2026**, unless earlier terminated in accordance with the provisions of this Agreement. Thereafter, the Engagement **may be renewed or extended upon the mutual written agreement** of both Parties.

3. Services

- 3.1 During the Engagement the Consultant shall:
 - provide the Services (as per Schedule 1) with all due care, skill and ability and use his best endeavours to promote the interests of the Client.
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise the Client of that fact as soon as reasonably practicable.
- 3.3 The Consultant may, with the Client's prior written approval and subject to the following proviso, appoint a suitably qualified and skilled substitute to perform the Services instead of the Consultant, provided that the substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the substitute, the Consultant shall continue to invoice the Client in accordance with Clause 4 and shall be responsible for the remuneration of the substitute.
- 3.4 For the avoidance of doubt, no fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.5 The Consultant shall use his reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.6 Unless the Consultant has been specifically authorised to do so by the Client in writing:

- (a) the Consultant shall not have any authority to incur any expenditure in the name of or on the account of the Client; and
 - (b) the Consultant shall not hold himself out as having authority to bind the Client.
- 3.7 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the Client shall not be liable to bear the cost of such functions;
 - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality; and
 - (c) the Consultant obtains the Client's prior written approval before appointing any third party.

4. Fees and expenses

- 4.1 The Client agrees to pay the Consultant a total fee of USDT equivalent to USD 300,000 during the contract period. The first installment shall be paid on or before 30 March 2025, and the second installment shall be paid on or before 30 September 2026.
- 4.2 Unless otherwise agreed in writing, the Consultant shall bear his own expenses incurred in the course of the Engagement.
- 4.3 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

5. Other activities

This is a part-time consultation, and the consultant may engaged, concerned, or have any financial interest in any other business, trade, profession, or occupation during the engagement.

6A. Confidential information

- 6.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this Clause 6.
- 6.2 Further, the Consultant acknowledges that he may be required to enter into separate confidentiality agreements from time to time and shall procure that any substitute provided enters into any confidentiality agreement the Client requests.
- 6.3 The Consultant shall not and shall procure any substitute provided shall not (except in the proper course of his duties) use or disclose to any person either during or at any time after the Engagement any Confidential Information.

6B. Mutual Non-Disclosure

6B.1 Each Party agrees that it shall:

During the term of this Agreement, each may disclose to the other certain confidential, proprietary, and sensitive information related to their respective businesses, including but not limited to strategies, client data, pricing, marketing methods, advertising campaigns, analytics, and other data associated with marketing services (the "Marketing Confidential Information").

6B.2 Each Party agrees that it shall:

- (a) treat the Marketing Confidential Information of the other Party as strictly confidential;
- (b) not disclose, copy, reproduce, or otherwise make available the Marketing Confidential Information to any third party without the prior written consent of the disclosing Party;
- (c) use the Marketing Confidential Information solely for the purposes of fulfilling its obligations under this Agreement;
- (d) take all reasonable precautions to protect such Marketing Confidential Information, including at least the same degree of care used to protect its own confidential information.

6B.3 The obligations in this Clause shall survive the termination or expiration of this Agreement for a period of five (5) years or such longer period as the law may allow.

6B.4 This mutual non-disclosure obligation is in addition to, and not in limitation of, the obligations of confidentiality and intellectual property ownership as already set out in Clauses 6 and 9 of this Agreement.

7. Non-Compete; non solicitation; non poaching

7.1 The Consultant hereby agrees during the continuance of this Agreement, and for a period of 24 months from the determination thereof (for whatever reason and in whatsoever manner), either solely or jointly with or as a Director, Manager, Employee, Agent, Consultant or Consultant of any other person or company, directly or indirectly, not to carry on or be engaged, concerned or interested in:

- a. solicit or endeavor to entice away from the Client or any of its Group Companies the business or custom of a Restricted Client with a view to providing goods or services to that Restricted Client in competition with any Restricted Business;
- b. offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Person.

7.2 The Consultant hereby commits not to provide any types of services, either solely or jointly with or as a Director, Manager, Employee, Agent, Consultant or Consultant of any other person or company, directly or indirectly, whether remunerated or not, to the direct partners, clients, competitors or associates of the Client operating in the territories targeted by the Client, and communicated to the Consultant from time to time, during the Agreement period and for 12 months after the expiry of this Agreement, except when such work is covered by this Agreement issued by the Client. Where in breach of this provision, the Consultant shall be liable to pay to the Client an amount equal to the fees paid by the Client to the Consultant under clause 4 of this Agreement and throughout its whole duration as compensation for damages, without the Client's obligation to prove the existence of any damages. For the avoidance of doubt, where the breach of this clause is also a breach of any Intellectual Property owned by the Client or any of its Group Companies, any damages available to the Client under this clause shall not replace, substitute or limit those available under those clauses.

8. Data protection

8.1 The Consultant consents to the Client holding and processing data for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" relating to the Consultant including, as appropriate:

- a. information about the Consultant's physical or mental health or condition in order to monitor sickness absence;
- b. the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- c. information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties

8.2 The Consultant consents to the Client making such information available to those who provide products or services to the Client such as advisers, regulatory authorities, governmental or quasigovernmental organizations and potential purchasers of the Client or any part of its business

8.3 The Consultant shall comply with the Client's data protection policy and relevant obligations and any applicable analogous legislation or regulations) and associated codes of practice when processing personal data relating to any employee, worker, Client, client, Consultant or agent of the Client.

9. Intellectual Property

9.1 The Consultant hereby assigns to the Client all Intellectual Property to the fullest extent permitted by law. Insofar as any Intellectual Property does not vest automatically by operation of law or under this Agreement, the Consultant shall hold legal title in the Intellectual Property on trust for the Client

9.2 The Consultant irrevocably waives all moral rights under the Copyright, which he has or will have in any existing or future works created by the Consultant in the course of providing the Services.

9.3 The Consultant undertakes to the Client to promptly execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this Clause 8

9.4 The Consultant irrevocably appoints the Client to be its attorney in his name and behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this Clause 8. A certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred

by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

9.5 The Consultant shall procure that any substitute provided in accordance with this Agreement will not infringe any third-party intellectual property rights.

9.6 In no circumstances shall the Consultant be entitled to retain a copy of any Source Code in respect of software relating to the Services at any time where the Source Code is not necessary for performance of this Agreement or at any time upon termination of this agreement.

9.7 For the purpose of protecting the confidentiality of the information entrusted to the Consultant, the Consultant undertakes:

- a. for the duration of the Agreement period and for an unlimited period following the expiry of this Agreement, not to disclose to any person and not to use for personal purposes or for the benefit of any other person the trade secrets or confidential information of the Client either during the performance, or after the expiry of this Agreement (except for cases where the written and express authorization of the Client is granted); contrariwise, the Consultant shall be liable to pay the Client an uncapped amount as compensation for damages, without the Client's obligation to prove the existence of any damages.
- b. to return to the Client at the end of this Agreement all documents and materials (together with all copies of the documents) that are in its possession and which belong to the Client, including the documents and materials drafted by the Consultant during the performance of this Agreement; contrariwise, the Consultant must compensate the Client for damages for each day of delay until all documents are returned, without the Client's obligation to prove the existence of any damages.
- c. to acknowledge that copyrights, trademarks, patents and other intellectual property rights arising from the services supplied by the Consultant to the Client, belong to the Client exclusively. Based on this Agreement and without an additional remuneration beyond the established price, the Consultant declares that the Client is the owner of all tangible or intangible materials, the end results of the service provision, such as products, ideas, inventions, discoveries and improvements, which may or may not be patented, which may be designed/developed/created/obtained or applied in practice for the first time by the Consultant for the Client during the execution of this Agreement, including, but not limited to texts, source or object codes, technical notes, schemes, prototypes, graphic elements, drawings, drafts, design, or any other materials produced during the execution of this Agreement and as a result, all related rights (including, but not limited to patents of invention or copyrights) shall belong exclusively to the Client. Therefore, the Consultant, with no additional remuneration claims, transfers exclusively to the Client and its successors, for the entire period of protection established by the applicable law of England, and without territorial limitation (worldwide), all copyrights that arose, have arisen or could arise in the future in regards to any and all materials resulting from and relating to the fulfilment of the Services or Service Orders by the Consultant, from or in relation to any other activity carried out under this Agreement, starting with the date on which the Agreement was concluded.
- d. This full and exclusive transfer of copyrights includes all the methods of use/exploration provided for by the law, of any forms of works, including any such form that may be developed in the future and which is not provided for at the date of conclusion of this Agreement, including, but not limited to the right to use the materials for any purposes, to reproduce and/or communicate the same to the public by any means and through any media, to grant a license of use or distribution or exportation thereon and to create derivative works.
- e. to declare that the Consultant claims no intellectual property rights on the products and services supplied to the Client in the past, present or future, and that the Consultant claims no pecuniary rights or of any other nature in relation to the past, present or future, regarding the same, except the remuneration provided for in this Agreement.
- f. that it will not be able to claim, in any form and under any terms, other pecuniary rights directly or indirectly related to the copyright of the creation of the aforementioned, except for the remuneration provided for in the Agreement

- g. not to try to register any of the intellectual property rights related to its work and undertakes to take all the necessary steps to ensure the Client's ownership of all intellectual property rights related to its work.
- h. furthermore, it agrees to transfer any moral rights related to its work, to the Client.
- i. declare that it has not granted, nor will it grant to any third party approval to use its work and the related Intellectual Property Rights of this Agreement nor it will grant access to any Intellectual Property Rights of the Client or any Connected Entity, whether created by the Consultant under this Agreement or any Service Order or in existence and vested in the Client or any Connected Entity which might have been disclosed to the Consultant at any time during this Agreement, contrariwise, the Consultant shall be liable to pay the Client an uncapped amount as compensation for damages, without the Client's obligation to prove the existence of any damages.
- j. at the same time, it ensures the Client that it undertakes not to use any intellectual creation that might, by means of a possible claim, cause damages to the Client; contrariwise, the Consultant shall be directly and exclusively liable for the damages caused; the Consultant must fully uphold the intellectual property rights of others, which it will not use under any form during the fulfilment of its work. This agreement may not be revoked or withdrawn by any means, and the works offered to the Client shall remain irrevocably in the latter's possession, without the possibility of any subsequent claims, irrespective of grounds or situations that could arise and that could justify such claims.

10. Termination

10.1 Notwithstanding the provisions of Clause 2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the date of termination) if at any time:

- a. the Consultant commits any material breach of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client
- b. the Consultant commits any gross misconduct affecting the Client's business;
- c. the Consultant is, in the Client's reasonable opinion, negligent or incompetent in the performance of the Services; or
- d. other than as a result of illness or accident, after notice in writing, the Consultant wilfully neglects to provide or fails to remedy any default in providing the Services.

10.2 Any delay by the Client in exercising its rights to terminate shall not constitute a waiver thereof.

10.3 The agreement may be terminated by mutual consent of both parties, provided that one month's prior written notice is given.

11. Obligations upon termination

11.1 At any time on request and in any event upon the termination of this Agreement the Consultant shall:

- a. immediately deliver to the Client any property of the Client and any original or copy documents obtained by the Consultant in the course of providing the Services which are in his possession or under his control; and
- b. irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his
- c. possession or under his control outside the premises of the Client.

12. Status

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

12.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client against any liability, assessment or claim for:

- a. any taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

- b. any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law.

12.3 The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Consultant.

13. General Agreement Provisions 13.1

Entire Agreement:

13.1.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of this Agreement by or on behalf of the parties and relating to its subject matter. .

13.1.2 Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

13.2 Variations: No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this Agreement.

13.3 Severability: If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced. Unless the substantive purpose of this Agreement is thereby frustrated, in which case either party may terminate this Agreement forthwith on written notice.

13.4 Rights of Third Parties: A person who is not a party to this Agreement has no right to benefit under or to enforce any term of this Agreement.

13.5 Assignment: Neither party will assign, sub-agreement or otherwise deal with this Agreement or any rights and obligations under this Agreement without the prior consent of the other party.

13.6 Notices: Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally or by first-class post, and in the case of post will be deemed to have been given three business days after the date of posting. Notices will be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement (including to valid email addresses).

14. Force Majeure

14.1 If the Consultant is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event. The Client will not be liable to pay any fees for any period during which the Consultant is unable to perform their obligations due to a Force Majeure Event.

14.2 If the suspension continues for more than thirty (30) days either party may terminate the affected Service Order by giving not less than thirty (30) days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will be extinguished and ineffective and the Agreement will continue as if it had never been served.

15. Waiver and Cumulative Remedies

15.1 The rights and remedies of each party under, or in connection with, this Agreement may be waived only by express written notice. Any waiver shall apply only in the instance, and for the purpose for which, it is given.

15.2 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:

15.2.1 any failure to exercise or delay in exercising it;

15.2.2 any single or partial exercise of it;

15.2.3 any earlier waiver of it, whether in whole or in part; or

15.2.4 any of the above in relation to any other right or remedy (be it of similar or different character).

15.3 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

16. Non-Solicitation

16.1 For the duration of this Agreement and for a period of twelve (12) months from the date of termination or expiry of this Agreement neither party will (and each party shall procure that its sub suppliers will not) without the prior written consent of the other party, solicit or employ any person who at the time of such solicitation or the commencement of such employment is, or was during the previous twelve (12) months, an Supplier of the other party.

This document has been executed and is delivered and takes effect on the date stated at the beginning of it.

[CONSULTANT]

Signature:



Name: Koon Yau Chu

Date: 26 September 2024

[CLIENT]

Signature:



Name: Jania Jose

Title: Regional Human Resources Manager

Date: 26 September 2024



SCHEDULE -1

1. Market & Competitive Intelligence
2. Marketing Strategy & Planning
3. Brand Positioning & Value Proposition
4. Analytics & Performance Tracking
5. Stakeholder & Organizational Alignment