

CONTRACTING AGREEMENT

This Agreement is made and entered into as of 12 May 2023 ("Effective Date") by and between **Integrated Cyber Solutions Inc.** ("Company"), having a principal place of business at One Stiles Rd., Suite 105, Salem, New Hampshire, 03079, USA, and **Purple Koru, Inc.** ("Contractors"), having a principal place of business at 862 Manor Way, Los Altos, California 94024, USA.

1. Engagement of Services. The Company may issue Contracting Engagements to Contractors in the form attached to this Agreement as Exhibit A (Contracting Engagement). A Contracting Engagement will become binding when both parties have signed it. Once signed, Contractors will be obligated to provide the services and deliver the materials and deliverables as specified in each Contracting Engagement. The terms of this Agreement will govern all Contracting Engagements and services undertaken by Contractor for Company. Contractor represents, warrants, and covenants that Contractors will perform the services under this Agreement in a timely, professional and workmanlike manner and that all materials and deliverables provided to Company will comply with (i) the requirements set forth in the Contracting Engagement, (ii) the documentation and specifications for those materials and deliverables, (iii) any samples or documents provided by Contractors to Company.

2. Timing. The Company will pay the Contractors the fee outlined in each Contracting Engagement for the services provided as specified in that Contracting Engagement. If provided for in the Contracting Engagement, the Company will reimburse the Contractor's documented, out-of-pocket expenses no later than thirty (30) days after the Company's receipt of the Contractor's invoice, except that reimbursement for expenses may be delayed until that time when Contractor furnishes adequate supporting documentation for the authorized expenses as Company may reasonably request. Upon termination of this Agreement for any reason, the Contractor will be (a) paid fees on the basis stated in the Contracting Engagement(s) and (b) reimbursed only for expenses that are correctly incurred before termination of this Agreement and which are either expressly identified in a Contracting Engagement or approval in advance in writing by an authorized Company manager.

3. Independent Contractor Relationship. Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship. Contractors will not be entitled to any of the benefits that the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing, or retirement benefits. The Contractor is not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested or authorized in writing by a Company manager. The Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of services and receipt of fees under this Agreement. The Contractor

is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of the Contractor's compensation will be subject to withholding by Company for the payment of any social security, federal, state, or other employee payroll taxes. The Company will regularly report amounts paid to the Contractor by filing Form 1099MISC with the Internal Revenue Service as required by law.

4. Disclosure and Assignment of Work Resulting from Contracting Engagements.

4.1. "Innovations" and "Company Innovations" Definitions. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, or Information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names, and trade dress. "Company Innovations" means Innovations that the Contractor, solely or jointly with others, creates, derives, conceives, develops, makes, or reduces to practice developed in conjunction with the Contractor's duties as detailed in the Contracting Engagement.

4.2. Disclosure and Assignment of Company Innovations. Contractor agrees to maintain adequate and current records of all Company Innovations, which shall be and remain the property of the Company. Contractor agrees to promptly disclose and describe to Company all Company Innovations. Contractor represents, warrants, and covenants that all Company Innovations shall be free and clear of any liens and encumbrances. Contractor hereby does and will irrevocably assign to Company or Company's designee all of Contractor's right, title, and interest in and to any and all Company Innovations and all associated records, such assignment to occur with respect to each Company Innovation at the time the Company Innovation is first conceived, made, derived, developed, written or created, and regardless of when the Company Innovation is first conceived, made, derived, developed, written, or created. To the extent any of the rights, title, and interest in and to Company Innovations cannot be assigned by Contractor to Company, Contractor hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title, and interest in and to the Company Innovations can neither be assigned nor licensed by Contractor to Company, Contractor hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title, and interest against Company, any of Company's successors in interest, or any of Company's customers. If any Company Innovations include any work of authorship that qualifies as a "work made for hire" as defined in subclause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time), Company and Contractor agree that Company owns such work of authorship as a

work made for hire under such section.

4.3. Assistance. Contractor agrees to perform, during and after the term of this Agreement, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining, perfecting, and enforcing the full benefits, enjoyment, rights, and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Contractor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, Contractor hereby irrevocably designates and appoints Company and Company's duly authorized officers and agents as Contractor's agents and attorneys-in-fact to act for and on Contractor's behalf and instead of Contractor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4.4. Contractor Out-of-Scope Innovations. If Contractor incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Contractor (solely or jointly) either unrelated to Contractor's work for Company under this Agreement or prior to the Effective Date (collectively, the "Out-of- Scope Innovations") into any of the Company Innovations, then Contractor hereby does not grant to Company and Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations.

4.5. Assignment by Employees of Contractor. Contractor covenants, represents, and warrants that each of Contractor's employees or independent contractors who perform services under this Agreement has or will have a written agreement with Contractor's Company that provides Contractor with all necessary rights to fulfill its obligations under this Agreement, including but not limited to the obligations of this Section 4.

5. Confidentiality.

5.1. Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company Innovations, Company Property (as defined in Section 6 (Ownership and Return of Confidential Information and Company Property)), and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and

manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "confidential" or "proprietary" and (b) any information that Company has received from others that may be made known to Contractor and that Company is obligated to treat as confidential or proprietary, whether or not marked as "confidential" or "proprietary."

5.2. Nondisclosure and Nonuse Obligations. Except as permitted in this Section, Contractor will not (i) use any Confidential Information or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business, or governmental agency or department. The Contractor may use the Confidential Information solely to perform Contracting Engagement(s) for the benefit of the Company. The Contractor shall treat all Confidential Information with the same degree of care as Contractor accords to Contractor's own confidential Information, but in no case shall the Contractor use less than reasonable care. If the Contractor is not an individual, Contractor shall disclose Confidential Information only to those of the Contractor's employees who need to know the Information necessary for the Contractor to perform this Agreement. Contractor certifies that each of its employees will have agreed, either as a condition of employment or to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Contractor under this Agreement. The Contractor shall immediately notify Company of any unauthorized use or disclosure of the Confidential Information. The Contractor shall assist Company in remedying any unauthorized use or disclosure of the Confidential Information. Contractor agrees not to communicate any information to the Company in violation of the proprietary rights of any third party.

5.3. Exclusions from Nondisclosure and Nonuse Obligations. The Contractor's obligations under Section 5.2 do not apply to any Confidential Information that the Contractor can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Contractor by Company through no fault of Contractor; (b) was rightfully in Contractor's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Contractor by Company; or (c) was independently developed by employees of Contractor without use of, or reference to, any Confidential Information communicated to Contractor by Company. A disclosure of any Confidential Information by Contractor (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Contractor provides prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent the disclosure.

6. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes,

models, apparatus, sketches, designs and lists) that Company furnishes to the Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. Contractor agrees to keep all Company Property at Contractor's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials and items in Contractor's possession or control that contain or disclose any Confidential Information. The Contractor will provide Company a written certification of Contractor's compliance with Contractor's obligations under this Section.

7. Indemnification. Contractor Company will indemnify and hold harmless Company from and against any and all third party claims, suits, actions, demands and proceedings against Company and all losses, costs and liabilities related thereto arising out of or related to (i) an allegation that any item, material and other deliverable delivered by Contractor under this Agreement infringes any intellectual property rights or publicity rights of a third party or (ii) any negligence by Contractor or any other act or omission of Contractor, including without limitation any breach of this Agreement by Contractor.

8. Observance of Company Rules. At all times while on Company's premises, Contractors will observe Company's rules and regulations with respect to conduct, health, safety, and protection of persons and property.

9. Term and Termination.

9.1. Term. This Agreement is effective as of the Effective Date set forth above and will terminate as set forth below.

9.2. Termination by Company. Except during the term of a Contracting Engagement, Company may terminate this Agreement without cause at any time, with termination effective ninety (90) days after the Company's delivery to the Contractor of written notice of termination. The Company also may terminate this Agreement:

(a) immediately upon Contractor's breach of Section 4 (Disclosure and Assignment of Work Resulting from Contracting Engagements), 5 (Confidentiality) or 11 (Noninterference with Business) or

(b) immediately for a breach by Contractor if Contractor's breach of any other provision under this Agreement or obligation under a Contracting Engagement is not cured within thirty (30) days after the date of Company's written notice of breach. Company may terminate a Contracting Engagement at any time upon thirty (30) days' prior written notice to Contractor and, in that event, Company will pay Contractor for services properly performed prior to the date of termination.

9.3. Termination by Contractor. Except during the term of a Contracting

Engagement, Contractor may terminate this Agreement without cause at any time, with termination effective thirty (30) days after Contractor's delivery to Company of written notice of termination. The Contractor also may terminate this Agreement immediately for a material breach by Company if the Company's material breach of any provision of this Agreement is not cured within ten (10) days after the date of the Contractor's written notice of the breach.

9.4. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, the Company shall pay the Contractor for services properly performed under this Agreement as set forth in each then pending Contracting Engagement. The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Disclosure and Assignment of Work Resulting from Contracting Engagements), 5 (Confidentiality), 6 (Ownership and Return of Confidential Information and Company Property), 7 (Indemnification), 11 (Noninterference with Business) and 12 (General Provisions) will survive any termination or expiration of this Agreement.

10. General Provisions.

10.1. Successors and Assigns. Contractor shall not assign its rights or delegate any performance under this Agreement without Company's prior written consent. For the avoidance of doubt, the Contractor may not subcontract the performance of any services under this Agreement to any other Contractor company without the Company's prior written consent. All assignments of rights by Contractor are prohibited under this paragraph, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this paragraph,

1. (i) a "change of control" is deemed an assignment of rights; and
2. (ii) "merger" refers to any merger in which the Contractor Company participates, regardless of whether it is the surviving or disappearing entity. Any purported assignment of rights or delegation of performance in violation of this paragraph is void. This Agreement will be for the benefit of the Company's successors and assigns and will be binding on Contractor's permitted assignees.

10.2. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (a) by personal delivery, when actually delivered;
- (b) by overnight courier, upon written verification of receipt;
- (c) by email transmission, upon acknowledgment of receipt of electronic transmission; or
- (d) by certified or registered mail, return receipt requested, upon verification of

receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

(e) by online document distribution and signature applications; such as AdobeSign, DocuSign, or other similar applications

10.3. Governing Law; Forum. The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Santa Clara County, California, personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

10.4. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable,

(a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10.5. Waiver; Modification. If Company waives any term, provision or Contractor's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only by mutual written Agreement of authorized representatives of the parties.

10.6. Entire Agreement. This Agreement constitutes the final and exclusive Agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

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

INTEGRATED CYBER SOLUTIONS		CONTRACTOR COMPANY	
Signature	<u>"Alan Guibord"</u>	Signature	"Pete Karolczak"
Name	Alan Guibord	Name	Pete Karolczak
Title	CEO	Title	CEO, Purple Koru
Date	May 12, 2023	Date	May 12, 2023

EXHIBIT A: STATEMENT OF WORK

Purple Koru's CEO, Pete Karolczak, serving as Integrated Cyber's COO

In addition to providing executive leadership to the company, Pete will lead the software development and service delivery while providing expertise in cybersecurity operations based on his proven track record in software engineering, project management, and cybersecurity.

He will bring his deep understanding of cybersecurity principles and practices and oversee software development projects, ensuring they are delivered on time, within budget, and of high quality.

Under the contract, he will provide strategic advice and direction to the company's overall cybersecurity operations, including risk management, compliance, and incident response.

Purple Koru's CMO, Kevin Thomas, serving as Integrated Cyber's CMO

As Integrated Cyber expands efforts and takes the company public, we're at a critical stage to maximize the brand, positioning, depth of content, and go-to-market development. This engagement will be focused on the following areas:

- Branding, Marketing & Communication
- Public Relations
- Demand Generation
- Development and management of Sales Enablement Tools
- Control of the Company's CRM platform

All activities will depend on approved budgets and the availability of funds to execute planned programs.

Branding

Refining the company brand helps us create a baseline for developing new assets in support of marketing, sales, operations, PR, and all other activities. This includes:

- Refining the company brand that aligns with the human-centric and proactive approach to cybersecurity.
- Update templates for collateral, PowerPoint, proposals, RPFs, support, and other areas as needed.
- Representing Integrated Cyber as their Chief Marketing Officer for all communication and marketing-related activity.

Public Relations & Investor Support

- Establish a cadence of press releases around client contract wins and product releases
- Establish press release distribution services to support CSE requirements
- Work with MarketIQ and PR activities being established to drive Investor Relations activity
- Ensure the Company meets investor requirements of the CSE, including web content, SEDAR filings, and other communication needs

Demand Generation

- Manage outbound demand generation advertising efforts and external vendor for ABM campaigns, pending budget affordability

Development and management of Sales Enablement Tools

- Collateral and PowerPoint generation and updates
- Video creation when needed to support sales or marketing efforts
- Trade shows support if the Company deems this as a valuable demand-generation activity
- LinkedIn paid campaigns when needed and in addition to existing ABM banner advertising
- Social Media content distribution: LinkedIn, Twitter, Facebook, and others as needed.

CRM Platform

- Build and manage the Company's HubSpot CRM platform

Exhibit B: COMPENSATION
Purple Koru, delivering COO and CMO services

COMPENSATION

This engagement will be a fixed fee project totaling a best efforts fee of \$10,000 per month (“Consulting Fee”) starting June 1, 2023 and will continue until modified in writing by either party. In the event the Board of Directors of the Company determines in good faith that the Company does not have the financial capacity to distribute the Consulting Fee, the Consulting Fee may be reduced to \$7,000 per month.”

Expenses. Integrated Cyber will reimburse the Contractor for pre-approved expenses incurred in connection with this Contracting Engagement upon receipt of proper documentation of those expenses.