

## FUSELAB CREATIVE, LLC ENGAGEMENT AGREEMENT

This Agreement (the “Agreement”) is entered as of July 27th, 2020 (the “Effective Date”) by and between DAS Soft Plus SRL and FuseLab Creative, LLC registered in the Commonwealth of Virginia.

### 1. PURPOSE.

The Company hereby engages DAS Soft Plus SRL to support The Company with its work for the Program On Government Oversight (POGO), and DAS Soft hereby accepts this appointment, to perform the services described here and made a part hereof, in connection with execution of the services outlined.

### 2. COMPENSATION.

DAS Soft Plus SRL, for their staff time spent and services rendered will provide a timesheet and upon approval of such timesheet will be compensated on a monthly basis, and calculated at an agreed to rate of \$18.00 per hour.

### 3. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, will continue until the Services have been satisfactorily completed.

### 4. TERMINATION.

- (a) Types of Termination. This Agreement may be terminated:
- A. By either Party on provision of fifteen (15) days written notice to the other Party.
  - B. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within fifteen (15) days of receipt of written notice thereof.
- (b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the Company shall promptly pay DAS Soft Plus SRL for Services rendered before the effective date of the termination (the “Termination Date”). DAS Soft Plus SRL acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. All intellectual property developed pursuant to this Agreement before the Termination Date shall be delivered to the Company within three days of the Termination Date.

## **5. RESPONSIBILITIES.**

DAS Soft Plus SRL staff agrees to do each of the following:

In this role, DAS Soft Plus SRL will help manage and develop code aspects of The Company's work for POGO, including:

- (a) Development support;
- (b) Specifically to provide development work on WordPress;
- (c) Quality control and testing of all work performed;
- (d) General support for The Company's development needs on the POGO project.

## **6. CONFIDENTIAL INFORMATION.**

DAS Soft Plus SRL agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to DAS Soft Plus SRL staff by the Company either directly or indirectly. DAS Soft Plus SRL staff may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing

## **7. PARTIES' REPRESENTATIONS AND WARRANTIES.**

- (a) The Parties each represent and warrant as follows:
  - A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
  - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) Das Soft Plus SRL staff hereby represents and warrants as follows:
  - A. Has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
  - B. Has the experience and ability to perform the Services required by this Agreement.

- C. Has the right to perform the Services required by this Agreement at anyplace or location, and at such times as Das Soft Plus SRL determines
  - D. The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and Das Soft Plus SRL shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
- (c) The Company hereby represents and warrants as follows:
- A. The Company will make timely payments of amounts;
  - B. The Company shall notify DAS Soft Plus SRL of any changes to its procedures affecting his obligations under this Agreement at least 3 days prior to implementing such changes;
  - C. The Company shall provide such other assistance to DAS Soft Plus SRL staff as it deems reasonable and appropriate.

#### **8. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.**

DAS Soft Plus SRL hereby warrants to the Company that, to the best of her knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement.

#### **9. RETURN OF PROPERTY.**

Within 30 days of the termination of this Agreement, whether by expiration or otherwise, DAS Soft Plus SRL agrees to return to The Company all Company products, samples, models, or other property and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by them during and in connection with its representation of The Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to The Company's business, shall remain the Company's exclusive property.

#### **10. AMENDMENTS.**

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**11. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**12. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Virginia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**13. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**14. ENTIRE AGREEMENT.**

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**15. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

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

**The Company**


FuseLab Creative, LLC

By: 

\_\_\_\_\_  
Name: Marc Caposino

Title: CEO

DAS Soft Plus SRL

By: 

\_\_\_\_\_  
Name: Butucea Afanasie

Title: CEO