

CONSULTING AGREEMENT

SCOPE OF WORK OVERVIEW

The Company needs assistance in research and development. The Scope of Work is subject to change as the needs of a pre-launch can vary on a weekly basis, however, the initial areas of focus utilise previous food science expertise from iNewtrition to critique innovation strategy, product development, processes and/or product formulations.

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement

BETWEEN

- a. **iNewtrition Ltd**, a company incorporated in Republic of Ireland (CRO 634860) with its registered address at 13 Cryle View Manor, Killarney Road, V94A5F7, Abbeyfeale, County Limerick, Ireland (the “**Service Provider**”) and branded as iNewtrition; and
- b. the “**Company**”.

As used herein the “Effective Date” means the date of first engagement or communication between the “**Company**” and the “**Service Provider**”.

WHEREAS, the Consultant offers consulting services in the field of copywriting and research & development; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to the Scope of Work mentioned above, which is subject to change, according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Consulting Agreement (this "Agreement") is made effective as of the "Effective Date" and continue as long as both Parties deem the Agreement beneficial. Either Party may terminate this Agreement for any reason via email notice to the other Party. Upon notice, Agreement shall be deemed terminated.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the Scope of Work mentioned above (the "Consulting Services").

3. Compensation

In consideration for the Consulting Services, the Consultant shall receive payment for services as the Consultant at a rate of €150 per hour plus VAT Prior to Consultant initiating any services, Consultant shall provide a level of effort or estimate that must be approved by the Company.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright, trademark rights, trade secrets, recipes, and written works. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to, during, or after the completion and delivery of such work product to the Client.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation to any information regarding any of the Client's customer information, business plans, recipes, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Nonsolicitation of Employees

During the term of this Agreement and for 6 (six) months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

7. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

8. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

9. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the federal and state courts located in Ireland.

IN WITNESS WHEREOF, by execution by the parties below, this Consulting Agreement will form a part of the Contract.

Acknowledged and signed.

For and on behalf of the Service Provider

Printed Name: Raphaëlle Delétang O'Connor

Title: **Director**

Date: 13th June 2020