

NEXTAIL LABS SL
B98673544
CALLE CARBONERO Y SOL, 12
28006 - MADRID

To the attention of Mr. JOAQUIN VILLALBA

In Madrid, March 1st, 2023

Contract Agreement for External CFO Services

Dear Joaquin,

We are very pleased to send you a Letter of Agreement for external CFO Services to NEXTAIL LABS SL (hereinafter "NEXTAIL" or the "CLIENT").

1. Commitment, Objectives and Tasks

STARTUP FINANCE, S.L. (hereinafter "**THE STARTUP CFO**") agrees with the CLIENT to perform the work of external financial director included in the scope of this proposal. The professional services to be rendered by THE STARTUP CFO will be performed on a monthly basis consisting of the activities listed below (the "**Services**"):

- a) Preparation of business plan, reporting and communication of KPIs to investors.
- b) Process improvement, analysis and decision-making assistance.
- c) Proactive contribution of our know-how in growing technology companies.

2. Work Team

For the development of the Services with the agreed quality and term, THE STARTUP CFO will assign the following work team:

- a) **THE STARTUP CFO Manager.** He/she will lead the relationship with the company, the establishment of the collaboration and the relationship with current or potential investors.
- b) **THE STARTUP CFO Analyst.** He/she will provide support in the elaboration of the necessary documentation for the correct provision of the Services.

The quality of the work developed will always be supervised by the Partners of the Firm.

THE STARTUP CFO will act as a merchant with independent legal personality, without identification or confusion with the CLIENT. Consequently, under no circumstances, THE STARTUP CFO may act as a representative or agent of the CLIENT, nor may it carry out any action that implies an appearance of relationship or dependence with respect to the CLIENT.

3. Exclusivity

The parties expressly agree that the provision of the Services by THE STARTUP CFO to the CLIENT is not exclusive, being able to provide identical services to third parties at any time, regardless of whether they operate in the same sector as the CLIENT or their economic activity is substantially identical to that developed by the CLIENT.

4. Fees

4.1 Setup Fees

No additional costs will be applied for the preparation at the beginning of the collaboration of the business plan, reporting scheme or establishment of processes.

4.2 Retainers

The Services described above will be billed monthly at a rate of 3,000 euros per month during the first year of validity. The fees will be reviewable after each funding round and, in any case, upon completion of the first year of the contract.

Subsequently, the aforementioned amount may be updated by THE STARTUP CFO on the date on which each year of the contract expires, applying to said amount the percentage variation experienced by the General National Index of the Consumer Price Index System (IPC) in the period of the twelve months immediately prior to the date of each update, taking as the reference month for the first update that which corresponds to the last index that was published on the date of conclusion of the contract, and in the successive updates that which corresponds to the last one applied.

4.3 Success Fees

No additional costs will be applied for obtaining financing of any kind for the company as long as THE STARTUP CFO is not responsible for preparing the complete reports or documentation for its achievement. In the event that the CLIENT wishes the consultants to perform these Services in a complete manner, their costs will be defined by means of another contract.

4.4 Form of payment and term

Invoices will be increased by the corresponding VAT and will be charged by direct debit to the CLIENT's bank account with IBAN ES1901820969620201584581 within 5 calendar days from the issuance of the invoice.

In case of receiving the return of the corresponding receipt, the CLIENT will be charged the corresponding return costs.

Delay in payment shall entitle THE STARTUP CFO to claim the corresponding interest for late payment.

5. Term of the Agreement

The term of this agreement is indefinite and shall commence on the date of signature. Either the CLIENT or THE STARTUP CFO may, for any reason, terminate this contract, notifying the other party with 60 days' notice, in an irrefutable manner.

The parties expressly agree that, in the event of withdrawal during the first year of this contract, the CLIENT shall indemnify THE STARTUP CFO with an amount equivalent to the amount of one month's fees referred to above for each month of the contract remaining to complete the first year of duration. Periods of time less than one month will give rise to the proportional part of the indemnity.

6. Expenses

Expenses corresponding to transfers (plane tickets, train tickets, etc.), lodging and per diems arising from the need to perform tasks outside Madrid, shall be duly justified and included in the invoice of the corresponding month in order to be reimbursed. Expenses exceeding 400 euros must be previously authorized by the CLIENT in order to be incurred.

The work corresponding to translations of documents into languages other than the one chosen by mutual agreement shall be ordered and paid by the CUSTOMER.

7. Confidentiality

Any information that, regardless of its medium and form of communication, has been communicated by one of the parties to the other and that has been classified as proprietary and/or confidential or that, by its nature and/or the circumstances in which the disclosure occurs, must in good faith be considered confidential (the "**Confidential Information**"), shall be considered confidential information. The very existence and content of this Letter shall also be considered as Confidential Information.

For a period of two (2) years, the Confidential Information shall be treated confidentially by the parties and shall not be disclosed by the recipient without the prior consent of the other party. In particular, the parties undertake to adopt the necessary measures to prevent unauthorized third parties from having access to the Confidential Information and to limit access to the Confidential Information to authorized employees and collaborators who need to have it for the execution of the present Charter, and ultimately of the project, transferring to them the same obligation of confidentiality.

This confidentiality obligation shall not apply to the following information: that which becomes accessible to the public for reasons other than breach of the confidentiality obligation by the receiving party; that which has been published prior to the date of this Charter; that which is already in the possession of the receiving party and is not subject to a confidentiality agreement between the parties, provided that this fact is brought to the attention of the other party at the time of disclosure; that which is received through third parties without restriction and without implying breach of this Charter, or that which is independently developed by the receiving party.

Likewise, the disclosure of confidential information in response to a judicial or administrative order is not subject to the obligation of confidentiality provided that the party that received the corresponding order previously informs the other party in writing of the obligation to proceed with such disclosure.

At the end of the term of this Charter, and unless otherwise agreed, the parties shall return the Confidential Information received or, with the prior authorization of the other party, certify that it has been destroyed.

8. Notifications

Any communication that a party wishes to make under this Charter shall be in writing. Communications shall be made by personal delivery, bureaufax or e-mail (provided that an acknowledgement of receipt is received).

9. Data protection

In accordance with current legislation on the protection of personal data, THE STARTUP CFO states that it will incorporate the personal data of the signatories of the contract, the contact persons of the CLIENT and those that may be generated during the provision of the Services, in files under its responsibility and that will be processed for the purpose of providing the CLIENT with the contracted Services. Therefore, the legitimacy for the processing of personal data is the execution of the contractual relationship established between the CLIENT and THE STARTUP CFO. Likewise, THE STARTUP CFO informs that the personal data may be processed to send the CLIENT commercial communications related to THE STARTUP CFO Services that may be of interest to the CLIENT, provided that the CLIENT does not express its opposition to it.

Personal data will not be disclosed to third parties, except by legal obligation, although THE STARTUP CFO works with suppliers outside the EU that help protect data with maximum guarantees of confidentiality and security.

After the termination of the contractual relationship, the data will be retained for the period required by current regulations. The CLIENT may exercise their rights of access, rectification, deletion, opposition, limitation and portability, at the registered office of THE STARTUP CFO or by email to [-]. In the event that the CLIENT does not obtain a satisfactory

response or wishes to make a claim, the CLIENT may go to the Spanish Data Protection Agency (www.aepd.es).

The Client may obtain more information about the privacy policy of THE STARTUP CFO on its website <http://www.tscfo.com/>.

10. Intellectual and Industrial Property

Upon payment of the Services, THE CLIENT and its related, parent and affiliated companies shall obtain the intellectual property rights over the content of the deliverables developed by THE STARTUP CFO within the framework of this Agreement. The formats of the generic templates used, the formats of the financial models owned by THE STARTUP CFO, or any other element that is generic and/or in the public domain shall not be considered intellectual property.

In no event shall THE STARTUP CFO be restricted in developing, for itself or others, materials that may be in competition with the deliverables, regardless of their similarity to the deliverables, subject to the confidentiality obligations to which THE STARTUP CFO is subject hereunder. Furthermore, THE STARTUP CFO may freely use its knowledge, skills and experience and any ideas, concepts, know-how and techniques that have been used in the course of providing the Services.

The CLIENT authorizes THE STARTUP CFO to use basic information related to the transaction (name of the CLIENT, name of the financing entities and amount of the transaction) for the elaboration of commercial and promotional materials, including the publication of a "success story" note next to the CLIENT's logo on THE STARTUP CFO's website or social networks.

11. Non-recruitment

Unless otherwise previously authorized in writing, neither party may offer work to, employ or engage, whether as an employee, partner or independent contractor, directly or indirectly, Personnel of the other party, during its participation in the performance of the Services or during the 24 months following the actual completion of the work, such date being understood to be the date on which the last objective contract for the work performed is signed. The defaulting party shall pay compensation as liquidated damages to the performing party equal to the greater of the greater of the total of one year's remuneration (a) offered to Personnel by the defaulting party; or (b) paid or offered to Personnel by the performing party.

12. No waiver

No approval or receipt by or on behalf of THE CLIENT or any of its employees, agents or representatives, of a party, any of the Services, nor any extension or extension of time shall operate or be construed as constituting a waiver by THE CLIENT of its rights under this

Agreement or a release of THE STARTUP CFO's obligations, unless expressly stated in writing by THE CLIENT.

13. Full agreement

Acceptance hereof shall establish the entire agreement between the parties and shall cancel all prior agreements, arrangements and communications, whether oral or written with respect to the subject matter hereof. CUSTOMER acknowledges that it enters into this Agreement solely on the basis of representations and agreements herein and in its own interest and not for the benefit of any third party.

14. Applicable Law and Jurisdiction

This Charter shall be governed, interpreted and executed in accordance with Spanish common law.

The parties agree, expressly waiving any other jurisdiction that may correspond to them, that for any litigation, discrepancy, question or claim resulting from the execution or interpretation of this agreement or related to it, directly or indirectly, they will submit to the Jurisdiction of the Courts of the city of Madrid.

15. Other Terms and Conditions of Business

- 15.1. THE STARTUP CFO will perform the tasks and assume the obligations specified in this proposal. THE CLIENT acknowledges that the proper performance of the Services by THE STARTUP CFO depends on the effective and timely fulfillment of its obligations, or those of the suppliers contracted by THE CLIENT in relation to these Services, as well as on the provision of the necessary equipment and tools, decision making and approvals by THE CLIENT.
- 15.2. THE STARTUP CFO guarantees that its Services will be rendered in accordance with applicable standards, being obliged to redo the works that do not comply with this guarantee. This warranty is the only warranty provided by THE STARTUP CFO with respect to the Services, deliverables and work products and is in lieu of all other warranties and representations, express or implied.
- 15.3. The maximum and total limit of THE STARTUP CFO's liability, whether in contract, tort or statutory source, to THE CLIENT or to any third party, in connection with THE STARTUP CFO's performance or non-performance, or otherwise relating to claims or this Agreement - regardless of the amount of claims or actions - shall be the payment of direct damages (consequently excluding lost profits, loss of data, profits, etc.) and the amount of such payment shall not exceed the maximum and total amount of the fees actually received by THE STARTUP CFO by virtue of the work that is the subject of the claim. Any judicial or extrajudicial claim must be filed within one year from the time of the occurrence of

the event on which the claim is based. THE STARTUP CFO shall not be liable for delays, defaults and/or any other fact or act not attributable to THE STARTUP CFO.

In conformity with the terms of the proposal herein, both parties duly sign.

Mr. JOAQUIN VILLALBA for and on
behalf of **NEXTAIL LABS SL**

Mr. Juvenal Cubiles de Vega, for
and on behalf of **STARTUP
FINANCE, SL**