

VIRGENT AI AGENTS, LLC

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made as of April 22, 2024, between VIRGENT AI AGENTS, LLC, a Maryland limited liability company (the “Company”), and Andres Pinilla (“Consultant”).

1. **Consulting Relationship.** During the term of this Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the “Services”). Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant’s reasonable efforts to perform the Services such that the results are satisfactory to the Company.

(a) **Key Personnel.** The Company is entering this Agreement in part to secure the expertise and Services of Andres Pinilla. In the event, Andres Pinilla is no longer an owner, employee, or member of the Consultant the Company may elect to terminate this Agreement immediately.

(a) **Per Project Services.** The Company and the Consultant agree that during the Term Services and Fees may be earned on a per project basis. Additional Services and Fees may be established between the parties through supplemental Exhibits defining the Services and Fees for each project. The terms of this Agreement are hereby incorporated into any such supplements.

2. **Fees.** As consideration for the Services to be provided by Consultant and other obligations, the Company shall pay to Consultant the amounts specified in Exhibit B hereto at the times specified therein.

3. **Expenses.** Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services except as expressly specified in Exhibit C hereto unless otherwise agreed to by the Company’s Chief Executive Officer, which consent shall be evidenced in writing for any such expenses. As a condition to receipt of reimbursement, Consultant shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

(a) **Term and Termination.** Consultant shall serve as a consultant to the Company for a period of 1 year, commencing on April 22, 2024 and terminating on April 21 2025, unless terminated earlier in accordance with this section.

Notwithstanding the above, either party may terminate this Agreement at any time upon 15 business days’ written notice.

Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, including but not limited to Consultant’s obligations under the Confidential Information and Invention Assignment Agreement between the Company and

Consultant referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within 10 business days after having received written notice by the non-breaching party of the breach or default. In the event of a material breach by Consultant that is deemed by the Company, in its reasonable discretion, impossible to cure, the Company may terminate this Agreement with immediate effect and without advanced notice or opportunity to cure.

4. **Independent Contractor.** Consultant's relationship with the Company will be that of an independent contractor and not that of an employee.

5. **Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Company, and Consultant shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to the Company. Consultant shall expressly advise the Assistants of the terms of this Agreement, and shall require each Assistant to execute and deliver to the Company a Confidential Information and Invention Assignment Agreement substantially in the form attached to this Agreement as Exhibit D hereto (the "Confidentiality Agreement").

(a) **No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant and its Assistants have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(b) **No Benefits.** Consultant acknowledges and agrees that Consultant and its Assistants shall not be eligible for any Company employee benefits and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

(c) **Taxes; Indemnification.** Consultant shall have full responsibility for all applicable taxes for all compensation paid to Consultant or its Assistants under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant or its Assistants or any liability related to the withholding of such taxes.

6. **Supervision of Consultant's Services.** All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's Chief Executive Officer. Consultant will be required to report to the Chief Executive

Officer or their designee concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the supervisor.

7. **Consulting or Other Services for Competitors.** Consultant represents and warrants that Consultant does not presently perform or intend to perform, during the term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Agreement (except for those companies, if any, listed on Exhibit E hereto). If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, including the terms of the Confidentiality Agreement, the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately. In no event shall any of the Services be performed for the Company at the facilities of a third party or using the resources of a third party.

8. **Confidential Information and Invention Assignment Agreement.** Consultant shall on a project by project basis as, described in exhibit A, be bound and will enter into a Confidential Information and Invention Assignment Agreement between the parties as either identified in Exhibit A and or Exhibit D, hereto, on or before the date Consultant begins providing the Services.

9. **Conflicts with this Agreement.** Consultant represents and warrants that neither Consultant nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

10. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the state of Maryland, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Agreement, along with the Confidentiality Agreement, and in the event of stock option or restricted stock compensation, the agreements related thereto between the Consultant and the Company, set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(i) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

The parties have executed this Agreement as of the date first written above.

THE COMPANY:

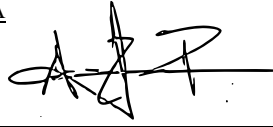
VIRGENT AI AGENTS, LLC

By: 
(Signature)

Name: Jesse Alton
Title: CEO

CONSULTANT:

ANDRES PINILLA
(PRINT NAME)


(Signature)

Address:
Calle 106 B # 54 – 44. Apartment: 202
Bogotá D.C., Colombia.
Email: apinillapalacios@gmail.com_

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

Description of Services and other relevant items per project Schedule/Deadline

1. SCOPE OF WORK:

Sourcing and Downloading	Develop capabilities within the AI agent to automatically source and download audio files from platforms like YouTube.
Storage	Implement a system for the AI agent to store the downloaded separate audio files securely in an Amazon S3 bucket, maintaining organization and ease of access.
Integration and Accessibility	The agent can be engaged with through conversational triggers. This may be through web prompt, SMS, slack, discord, or email. We will identify the best integration together.
Stem separator	The agent can perform automated “stem separation” of audio tracks, storing the separate vocals, and instrumental tracks in S3.

2. Plain Language Description:

A LLM powered agent which can take commands for a song, search audio sources like youtube, identify acapella and instrumental tracks, download to mp3s and save to an S3 bucket the client can access. Here is a useful user story:

As a DJ, I want to be able to message my agent a song name, so that my agent can download the acapella and instrumentals and store in my own S3 bucket so that I can add to my decks for mixing.

As a DJ, I want to be able to message my agent a song name, so that my agent can automatically separate the stems (i.e. vocals, drums, piano) I need to add to my decks for mixing.

3. ENGAGEMENT TIMELINE:

The Engagement Timeline is dependent on receipt of all requested materials from “CLIENT”. The total time estimated for this engagement is minimum 4 weeks, and up to 8 weeks.

Deliverable:	Estimated Duration:
Initial agent prototype with chat commands	up to 2 weeks
Final version with audio stem separation	up to 4 weeks
Training and Handoff	up to 2 weeks

4. MODIFICATIONS:

none at this time.

5. **SIGNATURES:**

THE COMPANY:

VIRGENT AI AGENTS, LLC

By: 
(Signature)

Name: Jesse Alton
Title: CEO

CONSULTANT:

Andres Pinilla
(PRINT NAME)

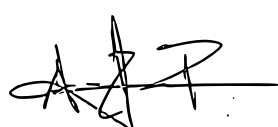

(Signature)

EXHIBIT B
COMPENSATION

Engagement Fee Schedule:

The Engagement fees are shown below and due upon monthly invoice unless otherwise specified. Please provide Wire instructions to your preferred account and / or Paypal. *Payments for this engagement are as follows.*

Invoice Description:	Fee:
● Initial Prototype with chat interface ● Completed Agent with Audio Stem Separation and S3 storage.	● \$2,500.00 Deposit from COMPANY to CONSULTANT (up to 2 weeks) ● \$2,500.00 due upon final delivery by CONSULTANT (up to 5 weeks)

EXHIBIT C

ALLOWABLE EXPENSES

See Exhibit A above for Description of Compensation identified in each project.

EXHIBIT D

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

See Exhibit A above for Description of Compensation identified in each project.

EXHIBIT E

**LIST OF COMPANIES
EXCLUDED UNDER SECTION 8**

1.

2.

Signature of Consultant:  _____

Print Name of Consultant: Andres Pinilla

Date: April 22, 2024