

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made as of April 1, 2024 (the “Effective Date”) by and between GotChosen, Inc. having its principal place of business at 12472 Lake Underhill Road Suite 397 Orlando FL 32828 (the “Company”), and Dynasty Wealth LLC, having its principal place of business at 2224 NE 17th Terrace, Wilton Manors, FL 33305 (the “Consultant”) and together (the “Parties”).

WHEREAS, Consultant desires to perform, and the Company desires to have Consultant perform, consulting services as an independent contractor to the Company.

NOW, THEREFORE, the parties agree as follows:

1. Services.

(a) Performance. Consultant will perform the consulting services (the “*Services*”) described in detail on Exhibit A to this Agreement (the “*Project Description*”).

(b) Payment. Subject to the terms and conditions of this Agreement, for the performance of the Services commencing as of the Effective Date, the Company will pay Consultant fees calculated on the basis of the consulting rate stated in the Project Description. Any expenses incurred by Consultant in performing the Services will be the sole responsibility of Consultant, unless specifically pre-approved in writing by the Company.

2. Relationship of Parties.

(a) Independent Contractor. Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, the Company by contract or otherwise. Consultant will perform the Services under the general direction of the Company, but Consultant will determine, in Consultant’s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Consultant shall at all times comply with applicable law. The Company has no right or authority to control the manner or means by which the Services are accomplished.

(b) Employment Taxes and Benefits. Consultant will report as self-employment income all compensation received by Consultant pursuant to this Agreement. The Consultant will indemnify the Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on the Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Consultant pursuant to this Agreement. Consultant will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by the Company pertaining to any bonus, stock option (except through advisory agreement), profit sharing, insurance or similar benefits for the Company’s employees.

3. Property of Company.

(a) Definition of Innovations. Consultant agrees to disclose in writing to the Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, trade secret, trademark or other legal protection (“*Innovations*”).

(b) Ownership of Innovations. Consultant and the Company agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by the Company. Consultant agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of the Company. Consultant hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, “**Intellectual Property Rights**”). At the Company’s request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with the Company in all respects and will execute documents and, subject to the reasonable availability of Consultant, will give testimony and take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. Consultant hereby appoints the officers of the Company as Consultant’s attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

(c) Moral Rights. Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Innovation, during and after the term of this Agreement. “**Moral Rights**” mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

(d) Related Rights. To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to the Company under this Agreement (collectively, “**Related Rights**”), Consultant hereby grants or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

4. Confidential Information. Consultant acknowledges that Consultant will acquire information and materials from the Company and knowledge about the business, financial condition, products, programming techniques, experimental work, customers and suppliers of the Company and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Innovations, are and will be the trade secrets and confidential and proprietary information of the Company (collectively, the “**Confidential Information**”). Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Consultant or that the Company regularly gives to third parties without restriction on use or disclosure. Consultant agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. Consultant further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

5. Mutual Indemnification. Each Party will indemnify and hold harmless the other Party from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses, and other professionals, arising out of or resulting from this Agreement.

6. Termination and Expiration.

(a) Breach. Either party may terminate this Agreement (including the Project Description) in the event of a material breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) business days after written notice.

(b) Term. This Agreement shall be in effect for a period of five (5) year, unless specified on Sections 6(a), 6(c) and Exhibit A Section 1.

(c) Termination. The Company have the right to terminate this Agreement (including the Project Description) if the Company is not able to raise the investment of \$6,000,000 with the Consultant's help by the first day of the 25th month from the effective date of this Agreement. The Company must send a Termination Notice communicating the Termination of this Agreement to the Consultant. The accrued cash compensation and Warrants earned will be prorated based on the percentage of the actual funds raised compared with the required amount of \$6,000,000. No additional accrued cash compensation and Warrants can be earned once this Agreement is terminated.

(d) No Election of Remedies. The election by the Company to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

(e) Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Consultant will promptly notify the Company of all Confidential Information, including but not limited to any Innovations, in Consultant's possession or control and, at Consultant's expense and in accordance with the Company's instructions, will promptly deliver to the Company all such Confidential Information.

(f) Survival. The provisions of Sections 2(b), 3, 4, 5, 6(d), 6(e), 6(f), 7, 8(b) and 9 will survive the expiration or termination of this Agreement.

7. Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

8. Covenants.

(a) Solicitation of Employment. Neither party will solicit the services of any of the employees, consultants, suppliers or customers of the other Company during the term of this Agreement and for a period of six (6) months thereafter.

(b) Non-disparagement. During the term of this Agreement and for a period of ten (10) years thereafter, Consultant agrees not to disparage or harm the Company or its products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement.

9. General.

(a) Assignment. Consultant may not assign Consultant's rights in whole or in part to any other company without the prior written consent of the Company.

(b) Equitable Remedies. Because the Services are personal and unique and because Consultant will have access to Confidential Information of the Company, the Company will have the right to enforce

this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that the Company may have for a breach of this Agreement.

(c) Attorneys' Fees. Each party is responsible for its own attorneys' fees, costs and expenses regardless of which is the prevailing party.

(d) Governing Law; Dispute Resolution. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to conflict of law principles. Any dispute between the parties arising out of or related to this Agreement shall be resolved exclusively by arbitration, which shall be held in Florida, and conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. However, the arbitration shall be resolved within 45 days of the filing of the demand for arbitration noticed by either party Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrators' fees and costs shall be borne equally by the parties.

(e) Notices. All Notices required or permitted under this Agreement will be in writing and delivered by any of the following means as long as written confirmation of receipt is provided: email, courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All Notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

(f) Complete Understanding; Modification. This Agreement, together with Exhibit A, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict, the terms and conditions of Exhibit A will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.


(g) Waiver. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same other provisions hereof.

(h) Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

COMPANY: GotChosen, Inc.

CONSULTANT:

By: 

Osvaldo Silva

By: Deborah Picou Markowski
Deborah Picou Markowski (Apr 5, 2024 11:47 EDT)

Deborah Picou Markowski

Title: CEO

Title: Managing Principal

Email: osilva@gotchosen.com

Email: deborahpicoumarkowski@gmail.com

Date: April 1, 2024

Date: April 1, 2024

EXHIBIT A

Project Description and Compensation Plan

Services: Consultant to provide services in the role of Investor Relations and Investment Facilitator to qualified investors to the Company.

Starting Date: Consultant Services will start on April 1, 2024.

Payment for Services: Consultant will receive:

1. **Accrued Cash Compensation:** For the first 12 months, Consultant will earn \$10,000 for each month of Services provided to the Company. From the months 13 to 60, Consultant will earn \$15,000 for each month of Services provided to the Company. Company will apply 5% of money raised to pay Consultant's accrued compensation until open balance is paid in full. If the company is acquired during the Term of this agreement, the cash compensation will be paid up to the closing date of the acquisition. Consultant will have no rights of further Accrued Cash Compensation and this Agreement will be terminated.
2. **Warrant Compensation:** Consultant will earn 219,557 Warrants for each month of Services provided to the Company.
 - a. **Warrant Acceleration Provision:** If the Company reached to One Billion Dollars valuation on or by the month 37th from the effective date of this Agreement, the Consultant will earn a total of 17,564,587 Warrants (the "Total Warrants Benefits"). The Warrant compensation specified on Exhibit A Section 2 is included in the Total Warrants Benefits. There is no additional Warrant compensation to be paid to the Consultant once the Warrant Acceleration Provision is taken into effect.
 - b. **Warrant Conversion:** A Warrant is exercisable for a share of Class A Common Stock. The Warrant shall be exercisable for a period of five (5) years, from the dated of earning, at a price of one cent (\$0.01) per share.
 - c. If the company is acquired during the Term of this agreement, the Consultant will earn the Warrant Compensation specified on Exhibit A Section 2 or Exhibit A Section 2.a, whichever is in effect.
 - d. Consultant shall have piggyback registration rights for earned Warrants.

Reporting: Consultant shall report Services to Company's CEO.










Dynasty Wealth Agreement 2024

Final Audit Report

2024-04-05

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