

GENERAL TERMS OF MENTOR / SPECIALIST AGREEMENT

Table of Contents

1.	URBIZASSIST PROGRAM PARTICIPATION.....	2
2.	MENTOR/SPECIALIST OBLIGATION AND PRIVILEGE.....	2
3.	DUTY TO ASSIST	3
4.	CONFIDENTIALITY.....	3
5.	TERMINATION.....	5
6.	NON-SOLICITATION.....	5
7.	INDEPENDENT CONTRACTOR	5
8.	MENTOR/SPECIALIST TAXES	5
9.	REPRESENTATIONS AND WARRANTIES.....	6
10.	NO RIGHTS GRANTED	6
11.	ASSIGNMENT OF IP (“INTELLECTUAL PROPERTY”)	7
12.	GOVERNING LAW AND JURISDICTION.....	7
13.	MISCELANUOUS.....	7

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING INTO THE MENTOR / SPECIALIST AGREEMENT

urBIZassist seeks to promote entrepreneurship and support the growth and success of start-ups and small businesses by sharing templates and connecting entrepreneurs with experienced mentors and specialists. The Mentor/Specialist agrees to provide informal mentorship and guidance to urBIZassist Customers and Mentees, subject to the terms and conditions of this Agreement. In this Agreement, the term "Customer" includes Mentees of urBIZassist, who seeks the advice and guidance of Mentor/Specialist.

By clicking on the "I accept terms and conditions" button of urBIZassist website ("Be a Mentor, Be a Specialist" form), or otherwise making use of urBIZassist Mentor / Specialist Agreement, you are deemed to have read and understood these Terms and agree to be bound by them.

This Mentor / Specialist Agreement (this "Agreement") is entered as of the date first set forth on the click of the "I accept terms and conditions" button of urBIZassist Mentor/Specialist form (the "Start Date"), by and between urBIZassist, and the individual hereto ("Mentor/Specialist / You"). urBIZassist and Mentor/Specialist agree as follows:

1. URBIZASSIST PROGRAM PARTICIPATION

1.1 Mentor/Specialist will participate in urBIZassist program as set forth hereto and as identified by urBIZassist through the weekly / monthly schedule of events. The Term of the participation is between the program Start date and shall continue until terminated by either party upon thirty (30) days' written notice (the "Term"). During the Term, Mentor/Specialist will be eligible to participate in various presentations and webinars for the benefit of urBIZassist users and Customers.

1.2 Mentor/Specialist shall provide mentorship, advice and guidance which may include advising on various matters, providing guidance and support, and sharing expertise and knowledge related to their field of experience.

2. MENTOR/SPECIALIST OBLIGATION AND PRIVILEGE

2.1 To be eligible to participate with urBIZassist program Mentor/Specialist must:

A. Have a genuine interest in helping entrepreneurs and urBIZassist Customers and communicate such interest. Treat urBIZassist Customers and Mentees with kindness and respect.

B. Provide guidance and advice to participants enrolled in urBIZassist platform through one or more of the following activities under Sections 2.B.i and 2.B.ii below, in addition to answering and being reasonably available to answer questions from urBIZassist customers virtually or via email; i. Mentor/Specialist will prepare a presentation on one session and topic of knowledge and expertise, per

month during the Term, and be present at the agreed upon session to present to urBIZassist customers as part of the urBIZassist program; and ii. Mentor/Specialist will provide meetings, which may be one-on-one or group meetings, with urBIZassist, scheduled during the Term at lengths of twenty (20) or thirty (30) minutes each (“Office Hours”).

C. Review and abide by urBIZassist’s Code of Conduct in order to ensure a fair and professional session and relationship with Customers and urBIZassist.

D. Abide by urBIZassist’s Terms of Use and Privacy Policy.

E. Provide feedback on the urBIZassist program to the management team of urBIZassist.

2.2 By participating in urBIZassist program Mentor/Specialist’s privileges shall include:

A. Setting own hours and rates or choosing to give back to urBIZassist impact customers without a fee.

B. Offering urBIZassist customers and members a follow-up special Mentor/Specialist session at a price chosen.

C. Networking with other professionals within urBIZassist exclusive community.

D. Getting project referrals as urBIZassist customers and members may ask for a recommendation for a Mentor/Specialist and urBIZassist does not charge referral fees.

3. DUTY TO ASSIST

3.1 As reasonably requested by urBIZassist and only with respect to the area of experience and knowledge of Mentor/Specialist, You shall take all steps reasonably necessary to assist urBIZassist and its’ customers in obtaining and enforcing in its own name, any such Intellectual Property right. Mentor/Specialist’s obligation to assist the Company shall continue beyond the termination of any Agreement and / or relationship with urBIZassist.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. “Confidential Information” means any non-public information that relates to the actual or anticipated business and/or products, research or development of urBIZassist, any other participant or Customer of urBIZassist, or any of their respective affiliates (each a “Disclosing Party”), including but not limited to technical data, trade secrets, know-how, research, product plans, or other information regarding a Disclosing Party’s products or services and markets therefor, customer lists and customers, software,

developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by a Disclosing Party, either directly or indirectly, in writing, orally or by drawings. The fact that any individual is participating or has participated in urBIZassist program shall be considered Confidential Information hereunder.

4.2 Notwithstanding the foregoing, Confidential Information shall not include any such information which Mentor/Specialist can establish (i) was publicly known or made generally available prior to the time of disclosure to Mentor/Specialist; (ii) becomes publicly known or made generally available after disclosure to Mentor/Specialist through no wrongful action or inaction of Mentor/Specialist; or (iii) is in the rightful possession of Mentor/Specialist, without confidentiality obligations, at the time of disclosure as shown by Specialist/Mentor's then-contemporaneous written records.

4.3 Non-use and Nondisclosure. During and after the Term of this Agreement, Mentor/Specialist will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Mentor/Specialist will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for Mentor/Specialist's participation in urBIZassist program, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Disclosing Party. Mentor/Specialist may disclose Confidential Information to the extent compelled by applicable law.

Mentor/Specialist agrees that no ownership of Confidential Information is conveyed to Mentor/Specialist by any Disclosing Party. Each Disclosing Party is an express third-party beneficiary of this Section. Mentor/Specialist agrees that Mentor/Specialist's obligations under this Section shall continue after the termination of this Agreement.

4.4 Authorized Use. In consideration of granting access to online system functionality, private data held by urBIZassist in online systems or Confidential Information ("Sensitive Information"), Mentor/Specialist acknowledges and agrees that: (i) the system access password and other login credentials of the Mentor/Specialist ("Login") must be kept in strict confidence; (ii) Mentor/Specialist will never share the Login or Sensitive Information unless special permission is requested and granted by urBIZassist; (iii) Mentor/Specialist will not seek personal benefit or permit others to benefit personally from any unauthorized use of Sensitive Information; (iv) if Mentor/Specialist has any knowledge of unauthorized access to the Login or to Sensitive Information, or has the honest belief that the Login or Sensitive Information has been breached by or leaked to unauthorized users (a "Breach"), Mentor/Specialist will immediately report any knowledge of a Breach to urBIZassist.

5. TERMINATION

5.1 urBIZassist Right to Terminate. Notwithstanding anything in this Agreement to the contrary, urBIZassist reserves the right to terminate Mentor/Specialist's participation in urBIZassist program: (i) for Mentor/Specialist's breach of this Agreement; (ii) for Mentor/Specialist's conviction or plea of nolo contendere to any felony; (iii) if necessary or advisable to comply with applicable law, including without limitation international laws; (iv) for Mentor/Specialist's breach of urBIZassist's Privacy Policy, Terms of Use or Code of Conduct; or (v) for any action or inaction by Mentor/Specialist that, in the good faith determination of urBIZassist, adversely affects, or otherwise reflects negatively on, urBIZassist, urBIZassist program or the participants and customers of urBIZassist.

6. NON-SOLICITATION

6.1 To the fullest extent permitted under applicable law, from the date of this Agreement until the last day of the Term, Mentor/Specialist will not, directly or indirectly, solicit any of urBIZassist independent contractors, freelancers, customers, participants to leave urBIZassist, or attempt to solicit any of them either for Mentor/Specialist or for any other person or entity; provided, however, that nothing herein shall prohibit any solicitation through the placement of general employment advertising or any solicitations, whether through the use of recruiters or otherwise, in the ordinary course of Mentor/Specialist's business.

7. INDEPENDENT CONTRACTOR

7.1 It is the express intention of urBIZassist and Mentor/Specialist that Mentor/Specialist perform the services described in this Agreement as a freelance / independent contractor to urBIZassist and not that of an employee. Mentor/Specialist will not be eligible for any employee benefits, nor will urBIZassist make deductions for employment or income taxes or other deductions, all of which will be Mentor/Advisor's responsibility.

7.2 Mentor/Specialist will have no authority to enter into contracts that bind urBIZassist or create obligations on the part of urBIZassist. Nothing in this Agreement shall in any way be construed to constitute Mentor/Specialist as an agent, employee or representative of urBIZassist. Without limiting the generality of the foregoing, Mentor/Specialist is not authorized to bind urBIZassist to any liability or obligation or to represent that Mentor/Specialist has any such authority. Mentor/Specialist acknowledges and agrees that Mentor/Specialist is obligated to report as income all compensation received in connection with urBIZassist or its' affiliates or customers pursuant to this Agreement, and is solely responsible for any and all tax payments in the appropriate jurisdiction, accordingly.

8. MENTOR/SPECIALIST TAXES

8.1 Mentor/Specialist is solely responsible for their tax affairs. Should urBIZassist advertise any "charge out rate" and unless expressly provided to the contrary, all amounts expressed to be payable by urBIZassist customers to Mentor/Specialist are

exclusive of any and all applicable taxes. By using urBIZassist services, you agree to deduct or withhold taxes in the appropriate jurisdiction, accordingly and as required by the law.

8.2 urBIZassist may be required by law or by agreement with applicable tax authorities, to report certain information about the Mentor/Specialist and their relationship with urBIZassist.

9. REPRESENTATIONS AND WARRANTIES

9.1 By using the urBIZassist Service, you represent and warrant to us that:

- (a) If you are a legal entity, you are duly organized and in good standing in every jurisdiction where you are required to be.
- (b) Your obligations under this agreement is your legal, valid, and binding obligations. The performance of these obligations and the provision of any services do not violate or breach any applicable law, contract, or other requirement to which you are subject.
- (c) You have obtained any necessary consent, authorization, or instruction required in connection with this Agreement.
- (d) All information provided to us by you or on your behalf is, as of the date provided, true, accurate, and complete in every material respect.
- (e) You have carefully reviewed and understand all information provided by urBIZassist, as well as the terms, conditions, and risks associated with any Service provided by urBIZassist.
- (f) You are acting on your own behalf and not on behalf of any third party.

9.2 You agree to notify us immediately if any of the representations and warranties become untrue or inaccurate.

10. NO RIGHTS GRANTED

10.1 Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of urBIZassist, nor shall this Agreement grant Mentor/Specialist any rights in or to urBIZassist's Confidential Information, except the limited right to use the Confidential Information in connection with the Services. In this Agreement, the term "Service" refers to any product or other service offered by urBIZassist to the Customer at any time.

10.2 Mentor/Specialist agrees and acknowledges that all expressive urBIZassist content is subject to copyright protection and is the exclusive property urBIZassist. Such content includes, without limitation, all templates, documents, reports, drafts of reports, photographs, videos, computer programs and codes, and/or any other expressive content acquired or developed by urBIZassist. All rights shall be and remain the sole and exclusive property of urBIZassist.

11. ASSIGNMENT OF IP (“INTELLECTUAL PROPERTY”)

11.1 To the extent that Mentor/Specialist jointly helps develop any original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information (collectively, “Intellectual Property”) which clearly relates to urBIZassist’s customers and business, or technology and has been created in the course of the performance of Services, Mentor/Specialist hereby acknowledges that it is “work made for hire” for the benefit of urBIZassist and hereby assigns all rights, titles and interest to such Intellectual Property to urBIZassist.

11.2 To the fullest extent permitted by law, Mentor/Specialist irrevocably and unconditionally agrees that any Intellectual Property jointly created by Mentor/Specialist in the course of performing the Services for urBIZassist shall be deemed to be a “work made for hire” within the meaning of the applicable intellectual property laws.

11.3 Mentor/Specialist further agrees to assign and hereby does assign to urBIZassist all right, title and interest in and to such Intellectual Property, including all patents, copyrights, trade secrets, trademarks, mask works, and any other intellectual property rights that may be created or recognized under any applicable law, in perpetuity throughout the world. Mentor/Specialist shall execute all documents and take all actions necessary or desirable to confirm such ownership and to enable urBIZassist to obtain and enforce intellectual property protection for such Intellectual Property.

12. GOVERNING LAW AND JURISDICTION

12.1 These General Conditions shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (“**DIFC**”) and the parties agree to submit to the exclusive jurisdiction of the courts of the DIFC for any disputes arising out of or in connection with this Agreement.

13. MISCELANUOUS

13.1 Dispute Resolution. If a dispute arises from or relates to this Agreement, and if the dispute cannot be settled through direct discussions, Mentor/Specialist agree to endeavor first to settle the dispute by mediation within the exclusive jurisdiction of the courts of the DIFC.

13.2 Entire Agreement. This Agreement and the Terms of Use of urBIZassist constitute the entire agreement and understanding between the parties and supersedes all prior written and oral agreements, discussions, or representations between the parties.

13.3 Promotional Materials. urBIZassist may use Mentor/Specialist's name, likeness, image and quotes in promotional materials, including press releases, presentations and customer references. urBIZassist shall have the right to disclose the existence of this Agreement, and to include Mentor/Specialist's name, image and profile in various promotional materials, including, but not limited to, website or other offering materials, executive summaries and newsletters.