



CONSORTIUM MEMBER AGREEMENT

This "Agreement" is effective on the registration of Consortium Member in the Digitalatto Webpage.

BETWEEN: **DIGITALATTO LLC** (the "First Party"), with its address located at:
2055 Limestone Rd Suite 200, Wilmington, Delaware, DE 19808, United
States

AND: **CONSORTIUM MEMBER** (the "Second Party").

WHEREAS, the Consortium Members propose to form a consortium (the "Consortium") to undertake the marketing and training project (the "Project");

WHEREAS, in accordance with the terms of this Agreement, the Consortium Members will cooperate and work towards the development of the Project;

WHEREAS, the Consortium Members will not have any conflict of interest and will act according to the benefits of each member based on the terms and conditions;

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement, the Parties hereto agree as follows:

1. OBJECT

- 1.1 The object of this Agreement is for the Parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and share the marketing and training support and strategies as described in Section 3 "Consortium Responsibilities."

2. EXCLUSIVITY

- 2.1 The Parties herein agree that no Party shall, consequent to the signing of the present Agreement, withdraw from this Agreement without prior notice.
2.2 The Parties have the right to hold a meeting with the Consortium Members to identify new marketing and training strategies.

3. PROJECT MANAGEMENT

3.1 First Party Roles

- 3.1.1 To provide expert trainers and consultants to the Consortium Members;
3.1.2 To promote and market the products and services of the Consortium Members;
3.1.3 Provide access to the Digitalatto Academy learning platform with expert training;
3.1.4 Collaborate with the Consortium Members to market and promote products and services;
3.1.5 Share technical development platforms and skills if needed.



3.2 **Second Party Roles**

- 3.2.1 To provide expert mentoring, training, and consulting to the Consortium Members;
- 3.2.2 To promote and market the products and services of the Consortium Members;
- 3.2.3 Collaborate with the Consortium Members to market and promote products and services;
- 3.2.4 Share technical development platforms and skills if needed.

4. **CONSORTIUM MEMBER REPRESENTATION**

- 4.1 The Second Party is willing to contribute its respective talents and resources to the Digitalatto Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate.
- 4.2 The First Party and the Second Party are capable of making a strategic and required contribution to the Consortium and to one another in their benefit and scope.

5. **ANNOUNCEMENTS AND CONFIDENTIALITY**

5.1 **Announcements**

No announcements regarding the Consortium, this Agreement or the status or any content or subject matter thereof may be issued by any Consortium Member without the prior written consent of the First Party, except to the extent that any such announcements are required by law, a court of competent jurisdiction, the SEC, another regulatory body or international stock exchange having jurisdiction over such Consortium Member or pursuant to whose rules and regulations such disclosure is required to be made, but only as far as practicable and lawful after the form and terms of such announcements have been notified to the First Party, and the First Party has had a reasonable opportunity to comment on the form and terms of such announcements.

5.2 **Confidentiality**

5.2.1 Except as permitted under Section 5.3, each Consortium Member shall not, and shall procure that its Affiliates and its Affiliates' Representatives do not, without the prior written consent of the other Consortium Members, disclose (i) the existence, content or effect of this Agreement or any other agreement entered into in connection with this Agreement; (ii) the fact or content of negotiations leading up to or relating to this Agreement; (iii) any information received or obtained by it or its Representatives regarding any other Consortium Member or its Representatives; (iv) any Confidential Information received by it ("Recipient") from any other Consortium Member ("Discloser"). Each Recipient shall procure that neither it nor its Representatives shall use any Confidential Information for any purpose other than for the purposes of this Agreement or the Project.

5.2.2 The Recipient must safeguard and return to the Discloser any Confidential Information on demand, or, in the case of electronic data (other than any electronic data stored on the backup tapes of the Recipient's hardware), destroy at the option of the Discloser, any Confidential Information contained in any material in its or its Representatives' possession or control.

5.3 **Permitted Disclosures**

A Consortium Member may make disclosures (a) to those of its Advisors, Representatives or Affiliates as the Consortium Member reasonably thinks necessary to give effect to or enforce this Agreement but only on a confidential basis; (b) if required by law or a court or competent jurisdiction, the SEC or another regulatory body or international stock exchange having jurisdiction over a Consortium Member or pursuant to whose rules and regulations such



disclosure is required to be made, but only as far as practicable and lawful after the form and terms of that disclosure have been notified to each other Consortium Member and the First Party has had a reasonable opportunity to comment on the form and terms of disclosure; (c) if the information has already come into the public domain through no fault of that Consortium Member, its Representatives, shareholders or investors; or (d) if the information was already available to such Consortium Member, its Representatives, shareholders or investors on a non-confidential basis from another person.

5.4 Indemnity

Each Recipient agrees to indemnify and hold harmless the Discloser from and against all losses, costs, demands and liabilities of whatsoever nature (but excluding any indirect or consequential losses, costs, demands and liabilities) arising directly out of any breach of the terms of this Section 5 by the Recipient or by any person to whom the Confidential Information is disclosed by the Recipient.

6. CONFLICT OF INTEREST

6.1 The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement and also to identify any conflict of interest so that the First Party can consult with the Parties to sort out such conflicts.

7. AMENDMENTS

7.1 None of the covenants, terms or conditions of this Agreement to be kept and performed by either Party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other Party.

8. NOTICES

8.1 All notices to or demands upon Parties desired or required to be given under any of the provisions hereof, shall be in writing. Any notice or demand shall be deemed to have been duly and sufficiently given three business days after a copy thereof has been mailed by national registered or certified mail, postage prepaid, return receipt requested, addressed at the addresses mentioned above.

9. CAPTIONS

9.1 The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

10. SEVERABILITY

10.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. APPLICABLE LAW

11.1 This Agreement shall be construed and enforced in accordance with the laws of the Delaware, United States.



12. COVENANTS BINDING ON SUCCESSORS

- 12.1** All of the covenants, agreements, conditions and undertakings contained in this Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties hereto, the same as if they were in every case specifically named, and wherever in this Agreement reference is made to either of the Parties hereto, it shall be hold to include and apply to wherever applicable, the heirs, executors, administrators, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Agreement contained.

13. COUNTERPARTS

- 13.1** This Agreement may be executed in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed by agreeing to this Agreement in the Terms and Conditions of Consortium Member joining page.