



Consulting Agreement

This CONSULTING AGREEMENT (the “**Agreement**”) dated **April 1, 2020** (the “Effective Date”) between **Dafan Zhang, the ProfessorZ**, a Pennsylvania Individual (the “**Consultant**”), and **Termery LLC**, a Pennsylvania Limited Liability Company (the “**Company**”).

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services related to the Company’s business and Consultant is willing to be engaged by the Company as a consultant and to provide such services, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Company and Consultant agree as follows:

1. Consulting Services

Consulting. The Company hereby retains Consultant, and Consultant hereby agrees to make himself available as a consultant to the Company, upon the terms and subject to the conditions contained herein.

2. Duties of Consultant

Duties of Consultant. During the Consultant Term (as hereinafter defined), Consultant shall provide the Company with such regular and customary **General Business and Legal** consulting advice as is reasonably requested by the Company (the “**Services**”), provided that Consultant shall not be required to undertake duties not reasonably within the scope of this Agreement. It is understood and acknowledged by the parties that the value of Consultant’s advice is not readily quantifiable, and that although Consultant shall be obligated to render the advice contemplated by this Agreement upon the reasonable request of the Company, in good faith, Consultant shall not be obligated to spend any specific amount of time in so doing. Consultant’s duties may include but will not necessarily be limited to those described below:

- advise Company on routine business and legal matters
- advisement does not include actual legal representation of Company or formation of any agency relationship

3. Term

Term. Subject to the provisions for termination hereinafter provided, the term of this Agreement shall commence on the Effective Date and shall continue for a period of 1 year. The Consultant Term may be extended for subsequent terms upon the mutual agreement of the Company and the Consultant.

4. Compensation

Service Fees. In consideration of the services to be rendered by Consultant hereunder, during the Term the Company agrees to compensate the Consultant with a monthly fee of \$1000 USD (the “**Fees**”), subject to the Payment Terms in this section.



Payment Terms. (i) Any fee payments shall be made monthly within 10 days of receiving an accurate invoice from Consultant for amounts due from the previous month.

5. Termination

Termination. The Company may, in its sole discretion, terminate this Agreement at any time for good cause shown.

6. Confidential Information

Confidential Information. Consultant recognizes and acknowledges that by reason of Consultant's retention by and service to the Company before, during and, if applicable, after the Consulting Term, Consultant will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to as "Confidential Information"). Consultant acknowledges that such Confidential Information is a valuable and unique asset of the Company and Consultant covenants that he will not, unless expressly authorized in writing by the Company, at any time during the Consulting Term use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Consultant's duties for the Company and in a manner consistent with the Company's policies regarding Confidential Information. Consultant also covenants that at any time after the termination of this Agreement, directly or indirectly, he will not use any Confidential Information nor divulge nor disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Consultant or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Consultant to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Consultant's possession during the Consulting Term shall remain the property of the Company. Except as required in the performance of Consultant's duties for the Company, or unless expressly authorized in writing by the Company, Consultant shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Consultant's duties for the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of this Agreement, the Consultant agrees to return immediately to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Consultant's possession.

7. Independent Contractor

Independent Contractor. It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever; and the relationship of



Consultant to the Company for all purposes shall be one of an independent contractor. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf or in the name of the other, or to bind the other in any manner whatsoever.

8. Consultant's Service to Others

Consultant's Services to Others. Nothing contained in this Agreement shall be construed to limit or restrict the Consultant from providing services, whether similar in nature or not, to other entities or individuals. Consultant acknowledges that the Company may hire other consultants to provide services similar to those provided by the Consultant.

9. Conflict of Interest

Conflict of Interest. The Consultant and the Company hereby agree that there is no conflict of interest in connection with the retention by the Company of the Consultant pursuant to this Agreement.

10. Notices

Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered in person; (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) 1 business day after being mailed with a nationally recognized overnight courier service; or (d) 3 business days after being mailed by registered or certified first class mail, postage prepaid, return receipt requested, to the parties hereto at:

Notice to Company. 1400 Market Street, Philadelphia, PA 19102

Notice to Consultant. PO Box 40 Wynnewood, PA 19096

11. Miscellaneous

- a) Entire Agreement; Amendments. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an agreement in writing signed by the party against whom any amendment or modification is sought.
- b) Severability. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such provision. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
- c) Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of Pennsylvania without giving effect to the principles of conflicts of law thereof. The parties hereto each hereby submits himself or itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in Pennsylvania situated in Philadelphia county.



- d) Headings. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement or the intent of the provisions thereof.
- e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SIGNATURE PAGE TO FOLLOW



Termery LLC, Inc.

By: _____

Name:

Title:

Dafan Zhang, the ProfessorZ

By: _____

Name:

Title: