

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") dated as of the **1st** day of **December 2017** and effective as of that date, is by and between Purism SPC ("Purism") and **Jonas Smedegaard**, an individual ("Consultant").

In consideration of the premises and of the mutual promises hereinafter set forth, Purism and Consultant agree as follows:

1. SERVICES; CHARGES; TERM OF SERVICES

Consultant will act as a consultant to Purism on a work for hire basis in connection with the specific services to be performed by Consultant as described in Schedule A. Purism agrees to pay Consultant in consideration of this Agreement and of the services to be performed hereunder, in the manner and the amount or amounts specified in Schedule A. The term for providing the services described hereunder is specified in Schedule A.

2. CONFIDENTIALITY

2.1 Consultant will regard and preserve as confidential and will not divulge to unauthorized persons, or use or permit persons who are under its direction to use, for any unauthorized purposes, either during or after the term of its consultancy any information, material or item(s) of secret, confidential, or private nature developed during its consultancy and/or connected with the business of Purism or any of its suppliers, customers or affiliates without the written consent of Purism or until such time as such information otherwise becomes public knowledge through no wrongful act or failure to act on the part of Consultant, or is disclosed to Consultant without restrictions as a matter of right by a third party not affiliated with or working for Purism. Included within the meaning of the foregoing are matters of a technical nature, such as know-how, formulae, computer programs, software and documentation, secret processes or machines, inventions and research projects; matters of a business nature, such as information about costs, profits, markets, sales, customers, suppliers, and employees (including salary, evaluation, and other personnel data); plans for further development; and any other information of a similar nature. In these regards, although certain information or technology may be generally known in the relevant industry, the fact that Purism uses same, and how Purism uses same, may not be so known and therefore is subject to non-disclosure and non-use. Furthermore, the fact that various fragments of information or data may be generally known in the relevant industry does not mean that the way Purism combines them and the results obtained thereby are so known and in such instance, are also subject to non-disclosure and non-use.

2.2 Consultant agrees that before making any disclosure or use of confidential information not previously approved in writing by Purism in reliance upon the foregoing exclusion or the fact that the information is public knowledge (other than through Purism's own public disclosure) or has been disclosed to Consultant without restriction as a matter of right by a third party, Consultant will give Purism at least ten (10) business days prior written notice specifying the applicable reason and the circumstances giving rise thereto. Consultant shall have the burden of proving by clear and convincing evidence that the given reason applies to such information under such circumstances.

2.3 Consultant represents that its performance of all the terms of this Agreement and its work for Purism does not and will not breach any invention assignment or confidential or proprietary information agreement with any former employer or other party or create any conflict of interest with anyone. Consultant agrees that Consultant will not disclose to Purism or use for the benefit of Purism any confidential information derived from sources other than consultancy with Purism. Consultant agrees that if it is in doubt as to the confidential status of any information, or if any information is alleged to be proprietary, Consultant will refer to the management of Purism the question of whether such information is available for disclosure and use for the benefit of Purism.

3. TERM; TERMINATION

The term of this Agreement shall commence on the date executed by Purism and shall continue for the Term of Schedule A as specified in Schedule A attached hereto. Upon termination of this Agreement by Purism, Purism shall pay Consultant the applicable then accrued-to-date cash amount for the period from the commencement date of service to the date of termination for the time-based charge. Any deferred compensation under this agreement will also be required to be repaid upon termination, as well as, any outstanding and approved expenses.

4. TAXES

Consultant agrees to be responsible for all taxes of whatever nature imposed upon or arising out of this Agreement, the services to be performed or the charges to be paid hereunder. Consultant directs Purism not to withhold any income, social security, state disability, or other taxes from the fees Purism pays Consultant. Consultant hereby represents that, as an independent contractor, it pays such taxes on its own behalf.

5. ASSIGNMENT

Consultant shall not have the right or the power to assign, delegate or otherwise transfer this Agreement or any right, duty or obligation arising hereunder. Any attempted assignment in derogation hereof shall be null and void.

6. INDEMNITY

Consultant hereby represents, warrants, and covenants that it has the legal right and authority to enter into and perform this Agreement without violation of any other contract or third party right.

8. GENERAL

8.1 No cause of action, regardless of form, arising out of the services provided under this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen, except that an action for non-payment may be brought not more than one (1) year after the date of last payment.

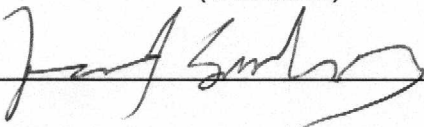
8.2 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California for contracts entered in California between California residents. The Parties agree that any suit or proceeding in connection with, arising out of or relating to this Agreement shall be instituted exclusively in a court (whether federal or state) located in Santa Clara County in the State of California.

8.3 During the term of this Agreement, and for a period of one (1) year after the termination of its consulting with Purism for any reason, in order to enable Purism to maintain a stable work force and to operate its business, Consultant agrees that it will not solicit or encourage (nor will Consultant direct or encourage anyone under Consultant's authority or control to solicit or encourage) any of Purism's employees to work elsewhere. This does not however pertain to or is intended to prevent any consultant from collaborating with other individuals on Debian or other open source software projects, which is encouraged by Purism.


8.4 This Agreement constitutes the entire understanding between Consultant and Purism with respect to the services described in Schedule A, supersedes all prior oral or written communications or proposals with respect to such services and may be amended or modified only in writing signed by Consultant and an officer of Purism.

Jonas Smedegaard
("Consultant")

Purism SPC
("Purism")



Signature

By: 

Authorized Signature

Date: 15/1 2018

Print Name: Todd Weaver

Title: CEO

Date: 12/01/17

CONSULTING SERVICES AGREEMENT

SCHEDULE A

1. Scope of Services: PureOS Developer

2. Fees & Bonus: \$2,500.00 per month in US dollars, paid monthly during the Term of this Schedule A as specified below.

Upon the approval of the Board, the Consultant may also be eligible to receive stock options. The amount of stock options and valuation of stock to be agreed upon in advance by the board.

It is also expected that with if company receives additional equity/debt funding, the Fee amounts may be renegotiated.

Along with the standard consulting Fees, the Consultant will eligible to Participate in a Quarterly Margin Share Program that is available based on achieving quarterly profit and cash flow positive status. All Margin share bonuses to be approved by the board.

Payable as follows: Payment of the above fees will be made Monthly via wire transfer or through payroll service (ADP) if consultant located in the US.

Submit invoices if Applicable to: ap@puri.sm

3. Hiring Manager: Todd Weaver, CEO

4. Term of Schedule A: Approximate Service Commencement Date: Date of signing
Approximate Service Completion Date: OPEN
Agreement may be terminated by either party with a written 14-day notice.
Upon any termination, all fees owed under this agreement are due and payable