

LEYTON

ENGAGEMENT AGREEMENT

Engagement Agreement (the "Agreement") dated as of 03-Aug-2019 | 10:50 AM EDT, [REDACTED]ub, [REDACTED]C, a Delaware corporation (the "Client") and Leyton USA, Inc., a Delaware corporation (the "Consultant"). Certain capitalized terms have the meanings given them in Section 8.

The parties agree as follows:

1. ENGAGEMENT; OBLIGATIONS

1.1 The Client hereby engages the Consultant on an exclusive basis to provide Services specified on one or more Statements of Work on the terms and conditions of this Agreement for the Term of this Agreement; except as specified in Section 1.3 and 1.4, Client shall not engage any third party to provide such Services during the Term of this Agreement. The Consultant shall use commercially reasonable efforts to provide the Services to the Client on the terms detailed in the Statement of Work and subject to the conditions below.

1.2 During the Term, the Client shall provide (or arrange through its agents or employees the provision of) sufficient, timely, accurate, complete and up-to-date information and documents to the Consultant to enable the Consultant to perform the Services.

1.3 The Client may coordinate with other tax advisors, such as the Client's accountants in order to provide administrative support and who will typically need to file the relevant tax returns after the Consultant has provided the Services.

1.4 The Services provided by the Consultant are related to US domestic tax legislation. Accordingly, the Consultant is not responsible for advising the Client on any foreign taxes that may or may not be affected by the provision of their Services. The Client shall seek advice from Client's own tax advisors on such international tax issues where applicable.

2. FEE; PAYMENT

2.1 The Client shall pay the Consultant the Fee (the "Fee") applicable for the Services specified in the relevant Statement of Work.

2.2 Consultant will send invoice(s) to Client and Client agrees to provide payment upon receipt of invoice(s) (or as otherwise specified in the relevant Statement of Work). Unless otherwise stated, Consultant's Fee does not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, federal or foreign jurisdiction provided, Consultant (and not Client) is solely responsible for taxes assessable against Consultant based on Consultant's income, property and employees.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective on the Effective Date, and shall remain in effect until terminated as set forth herein (the "Term"). Services shall commence and continue as specified in each Statement of Work; each Statement of Work shall specify its term and the conditions for expiration or termination. Either party shall have the right to terminate this Agreement, for cause, upon a breach by the other party of any of its material terms and the continuation of such breach for a period of thirty (30) days after written notice thereof from the non-breaching party to the breaching party, in which case each Statement of Work hereunder shall terminate. Either party may terminate this Agreement upon notice to the other for convenience (without the need to prove breach) if there are no Statements of Work active under this Agreement.

3.2 Termination or expiration of this Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiration and/ or any terms intended expressly or by implication to survive termination or expiry.

3.3 In addition to all other rights to termination specifically set forth in this Agreement, both Parties shall have the right to terminate this Agreement without cause by providing written notice to the other Party at least thirty (30) days prior to the date on which such termination shall take effect. If Client exercises its right to terminate the Agreement after a credit is identified, Consultant shall retain its rights to compensation as set out in this Agreement upon utilization of the credit.