

EMPLOYMENT CONTRACT

Between 1) OQ Technology S.a.r.l.
with registered office at
Grand Rue 40-42, L-6630 Wasserbillig, Luxembourg

hereinafter called the "Company"

and 2) Abdelrahman Sayed Ahmed Aboelela ABDALLA
born on 05th June 1994, currently residing at
620, rue de Neudorf, L-2220, Luxembourg

hereinafter called the "Employee"

it is hereby agreed as follows:

1. Appointment

- 1) The Company hires the Employee into the position of **Telecom R&D Engineer** in accordance with a role profile attached as appendix to the present contract.
- 2) Company may assign the Employee to any other job if it believes it is in its best interests to do so.

2. Place of Employment

- 1) The place of employment is the Company's main place of business in Wasserbillig or any other company site.
- 2) The Company will have the right to give work assignments to the Employee related to his/her responsibilities, temporarily or partially, at any other place in Luxembourg or abroad, at branch offices, with subsidiaries or other related parties.

3. Terms of employment

The present contract has been concluded for an unlimited period of time, starting, **15th November 2022 or Earlier.**

This contract will not take effect until the work permit has been obtained.

4. Working Schedule

The Employee works currently in a 40 hours per week cycle, the daily and weekly working schedule being fixed by the Company.

The Employee agrees that the working duration and the working schedule can be amended from time to time according to the needs of the Company.

Being in this position, the employee agrees to perform any additional services in accordance with his responsibilities. It recognises and agrees that such additional services are adequately remunerated and compensated by the remuneration as provided for in this contract. As a result, no additional pay, no overtime salary and no compensatory rest will be payable for these additional services.

5. Compensation

The Employee's Base Annual Salary will be:

68,000.00.- EUR per annum

The Base Salary will be paid in twelve equal installments on the last business day of each calendar month by bank transfer to the bank account provided by the Employee.

Taking into account the nature of the duties the Employee will be called upon to perform, the aforesaid salary is understood to cover all the efforts and time required to fulfil these duties.

The Company shall deduct from the aforesaid salary all taxes and social security contributions as requested by law. The base salary is automatically aligned with the cost of living index if the law so requires.

6. Annual Performance Remuneration

Based on the performance of the Company and the Employee and taking into consideration the number of years of experience of the candidate within the company, the Company can decide to provide an annual gross bonus (after the first year of employment) of up to **10%** of the annual salary. The Company has the full right to revoke the payment of this bonus and the right to decide when to pay it. If the Employee resigns within the first year of his employment, he is not entitled to the bonus.

7. In-house rules and regulations

The Employee agrees to comply at all times with in-house rules and regulations as Published from time to time.

8. Covenants

- 1) The Employee will devote his/her best effort and entire time to the business of the Company and will not engage in any other paid or unpaid activity, whether on his/her own behalf or for another party, without the prior written consent of the Company.
- 2) The Employee is fully aware of the highly confidential nature of the Company's activities and shall not divulge in any circumstances to third parties trade secret, names of customers, clients and other parties related to the Company, processes, plans, projects, studies or, more generally, any information obtained through his/her employment with the Company. In this context, the Employee may not publish any studies, articles or books without the prior written consent of the Company.
- 3)
 - a) The Employee undertakes not to enter in its own name and on its own behalf in any business, which is in direct competition with the Company's business in the field of "Satellite Internet-of-Things" for a period of 12 months following the termination of this Contract.
 - b) The Employee undertakes not to solicit or induce or endeavour to solicit or induce any person who, on the date of termination of this Contract, is employed by the Company to cease working for or providing services to the Company.

- c) The Employee undertakes not to solicit or induce or endeavour to solicit or induce any consultant, contractor, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a manufacturer, a contractor, a supplier or a service provider and the Company.
 - d) The Employee undertakes not to solicit, divert, appropriate or call upon with the intent of doing business with (other than for the exclusive benefit of the Company) any customer of the Company if the purpose of such activity is to solicit such customer or prospective customer for a competing business, to encourage such customer to discontinue, reduce or adversely alter the amount of such customer's business with the Company or to otherwise interfere with the Company's relationship with such customer,
 - e) The undertakings set out in sub-paragraphs 3b), 3c), and 3d) shall survive shall during a period of 12months from the term of this Contract.
- 4) All items, material and papers belonging to the Company remain the Company's property and must be returned to it on first demand. The items, material and papers must be handled with care and may not be used, taken away from the Company's premises, copied or reproduced for reasons other than justifiable by the fulfilment of the present contract.
- 5) Any breach of the above stated covenants is considered by the parties as gross negligence and authorises the Company to terminate the present contract without notice.

8. Intellectual Property and Ownership

- f) The work, ideas, inventions, business processes, methodologies, software, algorithms, deliverables and results related to the Company's business produced partially or fully while an OQ Technology S.a.r.l. employee whether during working or non-working hours belong solely to the Company and are recognized as the Company's Intellectual Property and should not be shared or distributed without approval.
- g) The Company does not grant the Employee, a limited, non-exclusive, non-transferable, non-assignable, worldwide license to display the work produced on a platform personally controlled, in whole or in part, by the Employee.

9. Applicable law and jurisdiction

This Contract shall be governed by and construed in accordance with the laws of Luxembourg.

Matters not provided for in this Contract shall be governed by applicable laws. The courts of Luxembourg shall have exclusive jurisdiction.

10. Trial Period

The first 6 months from the first working day as stated in Article 3 shall be considered

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as trial period. During this period, any of the two parties may terminate the present contract without any justification, in line with article L.121-5 of the Luxembourg Labour Code or any subsequent amendment hereto.

11. Holiday Entitlement

The Employee is entitled to (26) vacation days per year as per the Luxembourg Labour Code. The Employee's right in matters of vacation are governed by the Luxembourg Labour Code or any subsequent amendment hereto.

The Employee should take into account the best interest of the Company when choosing the vacation time.

12. Termination

Any party who wishes to terminate this Contract has to notify the termination to the other party by registered mail or by signing for acknowledgement of receipt a copy of the notice of termination.

The termination with notice of this Contract is subject to the compliance with the notice periods as foreseen by article L.124-3 of the Labour Code.

If the employee cannot work or provide services for a longer period because of illness or accident, the contract will be terminated.

If the employee is unable to work because of illness or accident, the supervisor should be notified at least on the same day. If the employee is on leave for more than 2 days on medical grounds, the employee is obliged to provide a medical certificate attesting his incapacity to work. If the employer doesn't receive the medical certificate at the end of the 3rd consecutive day of absence, the employer may terminate the contract on the basis of unjustified absence. The employee will also be required to receive and be examined by a physician who is mandated and paid by the company. Unless his physician considers that his state of health does not allow him to travel or work, he must, if invited to do so, go to the doctor who is mandated and paid by the company.

This agreement represents the entire agreement of the parties. It supersedes, supersedes and supersedes all other agreements, understandings or prior declarations of any kind whatsoever, whether oral or written, that the parties have exchanged or entered into or communicated with each other, relating to an identical or similar object of the contract.


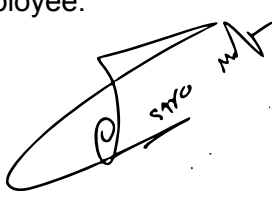


Employment Contract

Reference: OQ HR 004-22
Issue : Version 01-
Date : 22nd August 2022
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The parties signing this contract has read and agreed on its contents.

Signed in two originals:

<p>The Company:</p>  <hr/>	<p>The Employee:</p>  <hr/>
<p>Name: Omar Qais Talib Qaise</p>	<p>Name: Abdelrahman Sayed Ahmed Aboelela ABDALLA</p>
<p>Title: Founder & CEO & Manager</p>	
<p>Place: Luxembourg</p>	<p>Place: Luxembourg</p>
<p>Date: 26.08.2022</p>	<p>Date: 25-08-2022</p>