

MASTER SERVICE AGREEMENT

This Master Level Agreement (“Agreement”) governs all work and services rendered by VezTek USA [EIN 26-1542211] having an address of 3183 Wilshire Blvd, Ste. 196 - A44, Los Angeles, CA 90010 (“Firm”). This includes, but is not limited to, work performed by its owners, employees, contractors, consultants, or any other representatives acting on behalf of the Firm for or on behalf of a customer (“Customer”).

Public Availability: This Agreement is made publicly accessible. The Customer's decision to engage the Firm constitutes an implicit acknowledgment that the Customer has accessed, reviewed, and hereby accepts the terms and conditions set forth in this Master Level Agreement.

The Firm and the Customer collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Customer seeks to engage the Firm for the provision of specific services, hereinafter referred to as the "Project", the particulars of which are meticulously detailed in the Service Level Agreement and the Scope of Work for each respective Project. Such details, as outlined in the aforementioned documents, are hereby incorporated into this Agreement by reference, as further defined in Section I below; and

WHEREAS, The Firm desires to undertake the Project and agrees to do so under the terms and conditions set forth in this Agreement , in tandem with the stipulations of the project-specific Service Level Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Scope of Agreement: All work performed by the Firm shall be governed by the terms of this Master Service Agreement, irrespective of whether it is expressly referenced in each individual Service Level Agreement ("SLA") pertaining to a specific Project.

Conjunction with SLAs: Each SLA for specific Projects shall be read and interpreted in conjunction with, and not in derogation of, this Master Service Agreement.

Contents of Service Level Agreement (“SLA”): Every SLA executed in relation to a specific Project shall, at a minimum, incorporate the following items:

Section 1. (A). Exhibits. The following Exhibits shall form an integral part of this Agreement:

1. Exhibit A. Preliminary Scope of Work, as provided by the Customer;
2. Exhibit B. Estimated project duration and price, as provided by the Firm; and
3. Exhibit C. Work Plan, as defined below in Section 1. (B).

Section 1. (B). Work Plan. The Firm will prepare a Work Plan for the Project, which includes the following:

(a) The specifications for the Project which comply with the requirements of The Customer's Request for Proposal;

(b) A listing of all items to be delivered to The Customer (the "Deliverables");

The Firm's obligations and responsibilities are strictly limited to the delivery of work as expressly defined in the "Scope of Work" section of the Service Level Agreement. Should there be any tasks, items, or services not explicitly included or enumerated within the said "Scope of Work," the Firm shall not bear any responsibility or liability for the non-delivery or performance of such tasks, items, or services. The Customer expressly acknowledges and agrees that it shall not hold the Firm accountable for any work not set forth in the "Scope of Work."

(c) A schedule containing estimated project timeline with delivery dates for each Deliverable; and

The Firm shall deliver the Work Plan to the Customer within a commercially reasonable time from the execution of this Agreement, said time being contingent upon the nature and scope of the Project. The Customer shall have Ten (10) business days to review and comment on the Work Plan. Upon written approval of the Work Plan by the Customer, the Work Plan will be annexed to this Agreement as Exhibit "C" and will become a part of this Agreement. Should the Work Plan change or conflict with the terms in Exhibit A or Exhibit B, the terms of the Work Plan will control.

Section 2. The total compensation for the Project is initially stipulated in the Service Level Agreement. However, this amount may be subject to adjustments to accommodate any modifications or changes to the Work Plan. Payments for the Project may be made in installments, adhering to the mutually agreed-upon payment schedule. Upon issuance of an invoice by the Firm, the Customer shall remit payment immediately. Should the Customer fail to settle the invoice within seven (7) calendar days from its date of issuance, the outstanding amount shall be deemed past due. Any past due amounts will accrue interest at an annual rate of fifteen percent (15%). Notably, the past due interest rate will apply to the entire original amount of the invoice, even if the Customer had previously paid a portion of the invoice before it became past due.

Section 3. Changes in Project Scope. If at any time following the acceptance of the Work Plan, the Customer should desire to change the specifications or other elements of the Work Plan, the Customer shall submit to the Firm a written proposal specifying such change request. The Firm shall evaluate each change request and shall submit a written response to the Customer within five (5) business days following receipt thereof. The Firm's response shall include a statement of the ability of the Firm to accept the change request, the availability of personnel and resources to complete the change request, as well as the effect the change request will have on the price, delivery dates or warranty provisions of this Agreement. Should the Parties agree on moving forward with the change request and the resulting changes in price, delivery dates, and/or provisions of this Agreement, then the Parties will sign a Work Plan Amendment, which shall be deemed part of this Agreement. If the Firm does not approve the change request, in its sole discretion, it shall not be obligated to perform any additional services hereunder, and the provisions of this Agreement and the Scope of Work shall remain unchanged.

Section 4. Delays. The Firm shall inform the Customer of any unanticipated delays in the delivery schedule and of the actions being taken to assure completion of the Project within said schedule. If due to the foregoing unanticipated delays, a delivery date is missed, then the Customer may, at its sole option, provide the Firm with written notice of thirty (30) days to cure the delay before terminating this Agreement for breach of the Agreement. The Customer may not declare a breach hereunder if such delay is caused by any action, delay, or failure to act on the part of the Customer itself or any third-party not a signatory to this Agreement. The Customer agrees and acknowledges that the Firm shall not be held in breach or default of this Agreement in case of any delays that result in whole or in part from the Customer. In such cases, the Firm will provide the Customer with written notice that such a delay has occurred and its effect on project timelines and deliverables. Work on the Project shall not resume until the delay has been resolved by the Customer and notice of its resolution has been provided to the Firm.

Section 5. Acceptance Testing. Upon completion of the Project and the delivery of all items required to be provided under the Work Plan, the Customer shall have fifteen (15) business days from such completion to inspect, test and evaluate the Project to determine

whether it satisfies the acceptance criteria set forth in the Work Plan. Should fifteen (15) business days from the date of such notice of completion pass without the Firm receiving notice of acceptance or notice of the Project being unacceptable, then acceptance shall be deemed to have occurred, and accordingly, any payment due thereon shall become payable.

If and when the acceptance tests by the Customer establish that the Project complies with the acceptance criteria, the Customer shall notify the Firm that it accepts the Project. If the Project does not satisfy the acceptance criteria, the Customer shall give the Firm written notice stating why the Project is unacceptable. The Firm shall have ten (10) days from the receipt of such notice to correct the deficiencies. The Customer shall then have ten (10) days to inspect, test and reevaluate the Project. If the Project still does not satisfy the acceptance criteria, the Customer shall have the option of either: (1) repeating the steps set forth above, or (2) terminating this Agreement pursuant to Section 13.

Acceptance shall also be deemed to have occurred when the Customer directs the Firm, whether expressly or impliedly, to transmit, submit, or otherwise provide all or a portion of the Work Product to any third party. This includes, but is not limited to, any client or partner affiliated with the Customer; any hosting service provider; any online code repository, or any application store. "Acceptance" as used in this Agreement shall mean "acceptance" as used in this Section 5.

Section 6. Authority. The Firm and the Customer each respectively hereby represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized and that the Agreement is a legal, valid and binding agreement of the Firm and the Customer, enforceable in accordance with its terms. The Firm and the Customer further represent that this Agreement does not breach or violate any agreement to which it is a party or to which it is bound.

Section 7. Rights to Work Product. The Firm hereby acknowledges that:

(a) The Deliverables and any other documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by The Customer and are "works made for hire" for the Customer and the Customer shall own all right, title, and interest therein. The Customer shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between the Customer and the Firm, only. Accordingly, among other things, the Customer shall be the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent the Customer does not own such Work Product as a work made for hire, the Firm hereby assigns, transfers, releases and conveys to the

Customer all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

(b) Delivery Contingent on Payment: Under no circumstances shall the Firm be obligated to effectuate the final delivery of the Work Product, as defined in this Agreement, to the Customer unless and until the Customer has fully satisfied all outstanding payment obligations owed to the Firm.

(c) Transfer of Title and Rights: Notwithstanding any prior transfer, delivery, or provision of all or part of the Work Product to the Customer, the title and all associated copyrights pertaining to the Work Product shall remain vested with the Firm. The title and copyrights shall only transfer to the Customer upon the full settlement of all invoices issued by the Firm. Until such time, the Customer acknowledges and agrees that it shall not possess any proprietary rights, including copyrights, over the Work Product.

Section 8. Training. Unless otherwise agreed to in writing by the Parties, the Firm shall not provide training in the use of the Project. As a courtesy to the Customer and not as a result of any binding obligation, limited support via phone or e-mail will be available to the Customer for thirty (30) days following acceptance of the Project, as set forth in Section 5. "Limited support" shall include instructions to access, alter, and maintain the Project using software and/or technology purchased by the Customer. The Firm is not responsible for providing software and/or technology to the Customer.

Section 9. Representations and Warranties.

(a) Warranty of Project Performance: The Firm represents and warrants that, for ninety (90) calendar days following acceptance of the Project, as defined in Section 5, by the Customer, the Project will be in full working order, free from defects in workmanship and materials, and will conform to the specifications in the Statement of Work. If programming errors or other defects are discovered by the Customer during the foregoing warranty period and the Customer immediately informs the Firm of such discovery, the Firm shall promptly remedy them at its sole expense within a reasonable period of time.

(b) Post-Warranty Limitation: Following the expiration of the warranty period, the Firm disclaims any and all responsibility or liability for any issues, defects, or discrepancies that may arise in relation to the Project. Notwithstanding this disclaimer, the Firm, out of goodwill and without any binding obligation, may choose to assist the Customer in addressing such post-warranty issues at its sole discretion.

(c) Warranty of Title: The Firm represents and warrants that it owns and has the complete right to license, convey title without any encumbrances to the Project and Deliverables covered by this Agreement. The Firm further represents and warrants that it has

obtained all required registrations, permissions and consents from all third parties necessary to deliver the Project, Background Technology and Deliverables. The Firm shall not grant any rights or licenses to any intellectual property or technology that would conflict with its obligations or the Firm's rights under this Agreement.

(d) Warranty of Compatibility: The Firm represents and warrants that the Project shall be compatible with supported platforms specifically set forth in the specifications of the Service Level Agreement, or the Statement of Work.

(e) General Disclaimer: Except as explicitly stipulated in this Agreement, any accompanying Service Level Agreement, or the Statement of Work, the Firm expressly disclaims all warranties, whether express or implied, relating to any matter whatsoever. Without limiting the generality of the foregoing, the Firm makes no representations or warranties regarding:

- The Project's suitability or fitness for any specific purpose, including, but not limited to, its acceptance by any mobile or web application app store, regardless of the company or carrier;
- The Project's compatibility with third-party software, applications, or devices;
- The performance, functionality, or behavior of the Project on third-party platforms, websites, search engine crawlers, or mobile devices.

The Customer acknowledges and agrees that it assumes all risks associated with the use, performance, and integration of the Project, especially in contexts not expressly covered by the warranties provided in this Agreement, the Service Level Agreement, or the Statement of Work.

Section 10. Indemnity.

(a) Indemnification by the Firm: The Firm hereby indemnifies and holds harmless the Customer and any of its employees, its successors, assigns, licensees, officers, and agents from and against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney's fees) arising from (i) allegedly infringing background technology or deliverables implemented into the Project by the Firm, with the exception of any materials furnished by the Customer as indicated below; or (ii) any breach of any warranty or agreement made by the Firm hereunder. The Customer shall promptly notify the Firm in writing of any third party claim or suit and for the foregoing and the Firm shall have sole control and absolute discretion of the defense of any such action and all negotiations for its settlement or compromise.

(b) Indemnity by the Customer: The Customer hereby indemnifies and holds harmless the Firm and any of its employees, its successors, assigns, licensees, officers, and agents from and against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney's fees) arising from (i) the use of any materials or content furnished by the Customer to the Firm for the completion of the Project; or (ii) any breach by the Customer of any warranty or agreement made by Consultant hereunder.

Section 11. Confidentiality.

(a) Confidential Information: For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is disclosed by the Customer to the Firm, or that is learned, discovered, developed, conceived, originated, or prepared by the Firm during the term of this Agreement, and (ii) relates directly to the business or assets of the Customer. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Customer that the Customer informs the Firm, or that the Firm should know by virtue of its position, is to be kept confidential. This confidentiality requirement shall not apply to: (i) information in the public domain; (ii) information independently developed by either Party without use of the other Party's confidential information; (iii) information received by either Party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by law.

(b) Obligation of Confidentiality: During the term of this Agreement, and at all times thereafter, the Firm agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than the Customer, or otherwise misappropriate or copy, any Confidential Information, whether or not developed by the Firm, except as required in the performance of its obligations to the Customer hereunder. The obligations of the Firm under this paragraph shall not apply to any information that becomes public knowledge through no fault of the Firm.

Section 12. This Agreement shall take effect and be deemed to have commenced on the date of the last signature affixed to a Project-specific Service Level Agreement ("SLA"). The term of this Agreement shall persist until both Parties have fully performed and satisfied their respective obligations; or the Agreement is duly terminated by either Party in accordance with the termination provisions set forth in this Agreement.

Section 13. Termination of Agreement. This Agreement may be terminated by the Customer at its sole election upon thirty (30) days prior written notice to the Firm. Upon such termination, all amounts owed to the Firm under this Agreement for completed work in accordance with the Work

Plan shall become due and payable. Upon receipt of all outstanding payments due, the Firm shall deliver all completed Work Product to the Customer.

If this Agreement is terminated by the Customer because of the Firm's default of its obligations hereunder, the Customer may, after thirty (30) days written notice to the Firm and a reasonable opportunity to cure (as defined below) do the following:

(a) upon payment to the Firm of all amounts owed for the work performed under this Agreement, the Customer may require the Firm to deliver to the Customer all Work Product developed by the Firm under this Agreement and, whereupon the Customer shall have complete right, title and interest in such Work Product and all rights, permissions and licenses granted to the Customer by the Firm under this Agreement shall continue, in perpetuity as royalty-free and fully paid rights; or

(b) subject to the limitation of remedies below, pursue legal remedies against the Firm.

If the Firm terminates this Agreement because of the Customer's default, after a thirty (30) day written notice to the Customer and an opportunity to cure, The Firm may require:

(a) The Customer to pay all amounts then due to the Firm under this Agreement for any work which has been completed and accepted (as defined herein) by the Customer, whereupon the Customer shall have complete right, title and interest in such Work Product and all rights and licenses granted to the Customer by the Firm under this Agreement shall survive as royalty free and fully paid; and

(b) subject to the limitation of remedies below, pursue all legal remedies against the Customer.

(c) In relation to any disagreement, dispute, controversy, or claim stemming from or associated with this Agreement, collectively termed as a "Dispute", both the Firm and the Customer commit to initially endeavor to amicably resolve the Dispute through earnest dialogue and negotiation. Should the Parties fail to reconcile the Dispute through such negotiations within a span of fourteen (14) days, or any other mutually agreed-upon duration in writing, the Dispute shall then be subjected to binding arbitration. This arbitration process shall be governed by the regulations of a mutually selected arbitration entity or, failing such consensus, in line with the rules prescribed by the American Arbitration Association. The arbitrator(s)' decision shall be conclusive and binding on both Parties, and any judgment on the rendered award can be registered in any court possessing the requisite jurisdiction.

(d) Limitation of Remedies. The Firm's aggregate maximum liability under this Agreement shall not, under any circumstances, surpass the cumulative amount payable to the Firm as delineated in the Service Level Agreement, inclusive of the costs associated with any change requests, for the successful completion of the Project. Conversely, barring the Firm's entitlement to recover reasonable attorney's fees, the Customer's aggregate maximum liability shall not exceed the total amount owed to the Firm for work executed on the Project. Both Parties unequivocally and irrevocably renounce any rights to pursue injunctive or other equitable remedies.

Section 14. Location of Project. The Firm shall provide all relevant programming files and code to the Customer or its assigns. The Firm shall use its best good faith efforts to assist the Customer in the installation of the Project to its final location in a timely and efficient manner. The Firm shall also use its best good faith efforts to assist the Customer in relocation of the Project if such relocation should occur within the Warranty period as defined in Section 9, paragraph (a).

Section 15. General Provisions.

(a) Integration: This Agreement, together with all of its exhibits, appendices or other attachments, represents the entire understanding between the Parties hereto with respect to the subject matter hereof, and this Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter, whether oral or written. In the event of a conflict between the provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall govern.

(b) Modifications: This Agreement may not be modified except by an instrument in writing signed by all of the Parties hereto.

(c) Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

(d) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(e) Independent Contractor: The Parties acknowledge that the Firm shall perform its obligations hereunder as an independent contractor. The manner and method of performing such obligations will be under the Firm's sole control and discretion. It is also expressly understood that the Firm's employees, contractors, and agents, if any, are not the Customer's employees, contractors, or agents, and have no authority to bind the Customer by contract or otherwise. The Customer shall make no deduction from any payments due to the Firm hereunder for federal and state tax purposes.

(f) All notices and communications mandated or allowed by this Agreement must be in written form. Such notices shall be considered duly given upon personal delivery or, if sent via United States postage mail, postage prepaid, five (5) days after the date of postmark, directed to the address each party specifies in the Service Level Agreement. Additionally, notices shall be deemed effectively delivered when transmitted through electronic methods, including but not limited to email and fax.

(g) Reasonable Costs: In the event of any controversy concerning or related to this Agreement or the performance of this Agreement, the prevailing party shall be entitled to recover its reasonable expenses (including reasonable attorneys' fees) incurred in resolving such controversy, in addition to any other monetary relief that may be available.

(h) Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of California. Any litigation or arbitration regarding this Agreement shall be brought exclusively in Los Angeles, California.

(i) Severability: If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, the validity of the remaining portions or provisions will not be affected. The invalid or unenforceable provisions will be deemed to be substituted with retroactive effect by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision.

(j) Bankruptcy. If either party hereto (a) shall be adjudicated a bankrupt or an order appointing a receiver of it or of the major part of its property shall be made, or an order shall be made approving a petition or answer seeking its reorganization under any applicable bankruptcy law, and in any such case shall not be stayed within 10 days, or (b) shall institute proceedings for a voluntary bankruptcy or apply for or consent to the appointment of a receiver of itself or its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, for the purpose of seeking a reorganization under the federal bankruptcy laws or otherwise, then in any one or more of such events listed in (a) or (b) above, the other party may terminate this agreement by giving at least ten (10) days prior notice.

(k) No Disparagement. It is expressly understood and agreed by the Parties that in no event, whether in termination or default of this Agreement or otherwise, shall either Party disparage, slander, defame or otherwise cause embarrassment to the other Party or its founders, officers, agents, directors, stockholders, owners, partners, employees, consultants, agents and third parties affiliated in any way with them including but not limited to attorneys, insurers, reinsurers, successors, predecessors, assigns, and all affiliated, parent, and subsidiary corporations and each of them, in any public medium whether online, in a writing, or orally.

(l) Cure. Neither party will be in material breach or default of this Agreement until they have received written notice from the non-breaching party and been given a ten (10) business day opportunity to cure following receipt of such written notice.

(m) Section Headings. The headings of paragraphs, sections or other subdivisions of this Agreement are for convenience in reference only. They will not be used in any way to govern, limit, modify, construe or otherwise be given any legal effect.

(n) Construction. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in this Agreement will not be construed against either party based upon authorship of any of the provisions hereof.

(o) The Customer hereby grants the Firm explicit permission to reference and highlight its engagement with the Customer, the nature and details of the Project, and any other pertinent information related to their collaboration. Such authorization is solely for the purpose of allowing the Firm to showcase its expertise, experience, and capabilities in its promotional materials, presentations, and other marketing endeavors.

END OF DOCUMENT