

Service Agreement between AlphaTech Systems and OmegaCorp Solutions

This legally binding Service Agreement (the "Agreement") is entered into by and between AlphaTech Systems, a corporation with headquarters located at 123 Innovation Drive, New Gleam, NG, and OmegaCorp Solutions, a corporation with primary offices at 456 Progress Lane, OldBridge, NG, collectively referred to as the "Parties." This Agreement is effective as of January 15, 2024 (the "Effective Date"). The Agreement outlines the terms and conditions which will govern the provision of services as described herein, and it will remain in effect until January 15, 2025 (the "Termination Date"), unless terminated sooner as provided for in the Agreement.

The Parties hereby agree to the following sections which detail the obligations, payment terms, confidentiality requirements, and other pertinent elements essential for the comprehensive understanding and execution of this Agreement.

Terms and Conditions

The Parties agree that the terms and conditions set forth in this section are mandatory and form the basis of this Agreement. The services to be provided by AlphaTech Systems (hereinafter referred to as "Provider") are strictly outlined in Appendix A, which is attached hereto and incorporated by reference.

The "Provider" agrees to deliver the services specified within the timeline agreed upon, adhering to the highest standards of quality and performance. In exchange, OmegaCorp Solutions (the "Recipient") agrees to fulfill all payment obligations as detailed under the Payment Details section. Failure to adhere to these terms can result in termination of this Agreement as described under the Amendment Clause.

The governing law for this Agreement shall be the laws of the State of New Glead, and any disputes shall be addressed within the jurisdiction of the Central District of New Glead.

Obligations of the Parties

Under this Agreement, each Party shall fulfill specific roles and responsibilities.

1. Obligations of AlphaTech Systems:

- a. Provide personnel training and resources necessary to facilitate the service performance.
- b. Ensure all deliverables meet the requirements specified by OmegaCorp Solutions.
- c. Communicate any potential issues or delays in service delivery promptly.

2. Obligations of OmegaCorp Solutions:

- a. Provide feedback and necessary access to facilities and information needed for service enhancement.
- b. Ensure timely approval of service milestones and payment disbursement.
- c. Maintain continuous communication regarding the requirements and expectations of the service being provided.

Both parties underscore their commitment to cooperate and communicate in good faith to fulfill their respective obligations and to achieve the shared goals of this Agreement.

Payment Details

Upon mutual agreement of the terms outlined, the Recipient shall compensate the Provider in the amount stipulated in Appendix B, which details the breakdown of costs, including initial setup fees, ongoing maintenance charges, and incidentals.

Payments shall be made on a quarterly basis, with the first payment due within 30 days following the execution of this Agreement, and subsequent payments due every 90 days thereafter until the Termination Date of January 15, 2025. Payment shall be remitted via electronic funds transfer to the account provided by the Provider.

Any delays in payment beyond the stipulated terms shall attract a late fee of 5% per month, calculated from the original due date. The Recipient is entitled to seek a detailed statement of account from the Provider.

Confidentiality and Data Protection

The Parties expressly agree to maintain strict confidentiality concerning proprietary information disclosed under this Agreement. The confidentiality clause is perpetual and extends beyond the Termination Date of the Agreement. AlphaTech Systems and OmegaCorp Solutions agree not to disclose or use any confidential information of the other party for any purpose not expressly permitted by this Agreement.

Each party shall implement and maintain reasonable measures to protect the confidentiality of the disclosed information, ensuring compliance with relevant data protection regulations. Both Parties acknowledge the harm that any unauthorized disclosure or use of Confidential Information could cause and thus commit to immediate notification and remedial actions in the event of a breach.

AlphaTech Systems acknowledges the critical importance of data protection and confidentiality as pivotal to the success of this Agreement, as specified under the Confidentiality Clause executed on December 30, 2023.

Amendment and Termination

Amendments to this Agreement may be proposed at any time during its term and must be made in writing. Any amendment shall be signed by an authorized representative of each Party to be valid. This provision ensures that all agreed changes are documented and mutually accepted, thus safeguarding against unforeseen disputes.

This Agreement may be terminated by either Party upon written notice of material breach, provided that the breach is not rectified within 30 days of notice. Additionally, the Agreement may be terminated in the event of insolvency, without fault of the other party.

The termination of this Agreement does not permit the disclosure of any confidential information post-termination, as enforced under the Confidentiality Clause.

Closing Remarks and Signature Page

This Agreement constitutes the entire understanding between AlphaTech Systems and OmegaCorp Solutions with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Each Party represents and warrants that it has the legal capacity to enter into this Agreement, and that it is signed by duly authorized representatives on their behalf.

Executed this 30th day of December 2023:

For AlphaTech Systems:

Authorized Signature

Name: Aurora Ng

Title: CEO

For OmegaCorp Solutions:

Authorized Signature

Name: Ethan Miles

Title: Managing Director

All terms regarding effective engagement are referenced in accordance with the terms agreed upon within the State of New Glean jurisdiction, as outlined.