

Consultancy Services Agreement

This Consultancy Services Agreement ("Agreement") is made effective as of March 10, 2023, by and between Zenith Innovations Ltd (hereinafter referred to as "Client") with its principal office at 123 Innovation Drive, City of Aequoria, State of New Atlantia, and Omega Solutions Co. (hereinafter referred to as "Consultant") with its principal office at 456 Strategy Avenue, City of Aequoria, State of New Atlantia. This Agreement sets forth the terms and conditions under which the Consultant will provide consultancy services to the Client.

Scope of Services

The Consultant shall provide professional consultancy services as detailed in Exhibit A annexed hereto. The services shall be rendered at the Client's location or as mutually agreed by the parties. The Consultant agrees to use its skills and knowledge to the best of its ability in providing the aforementioned services. Any deviations from the scope of services must be agreed upon in writing by both parties. Additionally, the nature of the services and the methodology employed shall adhere to industry standards and best practices.

Term and Termination

This Agreement shall commence on March 10, 2023, and shall continue in full force and effect until March 10, 2025, unless terminated earlier in accordance with the terms of this Agreement. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Upon termination, the Consultant will deliver all completed work products to the Client. Termination shall not affect any right or remedy that has accrued or shall accrue thereafter to either party.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Atlantia, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in the City of Aequoria in the State of New Atlantia to resolve any disputes or claims arising from this Agreement.

Payment and Fees

The Client agrees to pay the Consultant for the services rendered under this Agreement as per the payment schedule outlined in Exhibit B. Payments shall be made upon receipt of invoice the Client issues, and in no event later than thirty (30) days from the invoice date. Any late payment shall bear interest at a rate of 1% per month, or the maximum rate permitted by applicable law. The Consultant reserves the right to halt services until payment is received in full.

Confidentiality

Both parties agree that all information disclosed to each other in the course of performing services under this Agreement shall be treated as confidential. The parties agree to not disclose any confidential information to any third party without prior written consent. The obligation of confidentiality shall continue beyond the termination of this Agreement.

Amendments and Waivers

This Agreement may not be amended or modified in any manner except by a written agreement signed by both parties. No waiver by any party of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall it constitute a continuing waiver unless expressed so in writing by such party.

Signatures

The parties hereto have executed this Agreement as of the Signature Date under their respective corporate seals, as of March 11, 2023. For Zenith Innovations Ltd: [Signature]. For Omega Solutions Co.: [Signature]. All signatures affixed to this document are deemed to be original and enforceable, whether transmitted electronically or in hard copy.

Appendix

EXHIBIT A: Scope of Services

- Strategic consultation in business development strategies.
- Monthly performance assessments and feedback sessions.

EXHIBIT B: Payment Schedule

- Initial retainer fee: \$5,000 payable upon execution of this Agreement.
- \$2,000 per month consultancy service fee.

References:

- New Atlantia State Legal Code 2023
- Confidentiality Guidelines and Practices

Links:

- Zenith Innovations Ltd official website
- Omega Solutions Co official website