**ESCROW AGREEMENT**

This Escrow Agreement ("Agreement") is entered into on this 17th day of February, 2025, by and between:

1. **Alpha Solutions Ltd.**, a corporation incorporated under the laws of the United Kingdom, with its principal office located at 1234 Innovation Street, London, UK, hereinafter referred to as the "Depositor";
2. **Beta Holdings Inc.**, a corporation incorporated under the laws of the United States, with its principal office located at 5678 Corporate Lane, New York, NY, USA, hereinafter referred to as the "Beneficiary"; and
3. **TrustGuard Escrow Services**, a duly registered escrow agent with offices at 910 Secure Tower, Dublin, Ireland, hereinafter referred to as the "Escrow Agent."

**1. PURPOSE OF AGREEMENT**  
The purpose of this Agreement is to establish an escrow arrangement in which the Escrow Agent will hold and release certain funds and/or documents upon fulfillment of the terms and conditions specified herein.

**2. ESCROW DEPOSIT**  
The Depositor shall transfer the sum of **GBP 500,000** ("Escrow Funds") into the designated escrow account held by the Escrow Agent within **three (3) business days** from the execution of this Agreement.

**3. CONDITIONS FOR RELEASE**  
The Escrow Funds shall be released by the Escrow Agent to the Beneficiary upon the occurrence of the following conditions:

a) The delivery and acceptance of software development services by the Beneficiary, as outlined in Contract #FAKE2025-001.

b) A formal certification of completion signed by both parties.

c) No dispute raised by either party within **ten (10) business days** following delivery.

**4. ESCROW AGENT'S DUTIES**  
The Escrow Agent agrees to:

a) Hold the Escrow Funds in a segregated escrow account.

b) Only release the Escrow Funds upon receiving written instructions from both parties or a final arbitration ruling.

c) Provide periodic account statements to both the Depositor and the Beneficiary.

**5. DISPUTE RESOLUTION**  
In the event of a dispute regarding the release of the Escrow Funds, the parties agree to resolve the dispute through arbitration in accordance with the **London Court of International Arbitration (LCIA)** rules. The Escrow Agent shall retain the Escrow Funds until a resolution is reached.

**6. FEES AND EXPENSES**  
The Escrow Agent shall be entitled to a fee of **GBP 2,500**, payable by the Depositor upon execution of this Agreement. Any additional costs incurred in resolving disputes shall be borne equally by both parties.

**7. GOVERNING LAW**  
This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

**8. TERMINATION**  
This Agreement shall terminate upon the full release of the Escrow Funds or upon mutual written agreement by all parties.

**9. MISCELLANEOUS**

a) Any amendments to this Agreement must be made in writing and signed by all parties.

b) If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

c) This Agreement constitutes the entire understanding between the parties concerning the escrow arrangement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**Alpha Solutions Ltd.**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Jonathan Smith  
Title: CEO

**Beta Holdings Inc.**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Elizabeth Carter  
Title: CFO

**TrustGuard Escrow Services**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Patrick O’Reilly  
Title: Senior Escrow Officer