Consulting Services Agreement

Parties:

This Consulting Services Agreement ("Agreement") is made and entered into between:

Tech Visionaries Inc., a corporation organized and existing under the laws of Delaware, with its principal place of business located at 456 Tech Avenue, Techland, DE 12345 (hereinafter referred to as the "Company"),

and

Michael Williams, an individual providing consulting services under the laws of Delaware, with a business address at 789 Consultant Street, Consultville, DE 67890 (hereinafter referred to as the "Consultant").

Scope of Services:

The Company engages the Consultant to provide consulting services related to strategic planning, business development, and market analysis (hereinafter referred to as the "Services") on a full-time basis. The specific details of the Services shall be outlined in a separate Statement of Work (SOW) to be agreed upon by both parties.

Term:

This Agreement shall commence on September 1, 2025, and shall continue until the completion of the Services as specified in the SOW, unless terminated earlier as provided herein.

Compensation:

In consideration for the Services performed by the Consultant, the Company agrees to pay the Consultant a fee of $150 per hour. Payment shall be made on a monthly basis, with invoices submitted by the Consultant and payment due within 30 days of receipt of the invoice. Payment to be made to employees USDC address: **0x9c4ec768c28520b50860ea7a15bd7213a9ff58bf**

Ownership of Work Product:

Any work product, including but not limited to reports, presentations, or recommendations, produced by the Consultant in the course of providing the Services shall be the exclusive property of the Company.

Confidentiality:

The Consultant agrees to maintain the confidentiality of all proprietary and confidential information of the Company and shall not disclose such information to any third party without the prior written consent of the Company.

Termination:

Either party may terminate this Agreement upon written notice to the other party if there is a material breach of any provision of this Agreement, which breach is not cured within 30 days of written notice.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Delaware. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Delaware.

General Provisions:

Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

Amendment: This Agreement may only be amended in writing and signed by both parties.

Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

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

Tech Visionaries Inc.

By: Sarah Johnson

Title: Chief Executive Officer

Date: September 1, 2025

Michael Williams

By: Michael Williams

Title: Consultant

Date: September 1, 2025