

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into on January 15, 2024, between TechCorp Inc., a Delaware corporation ("Company"), and Legal Services LLC, a California limited liability company ("Provider").

1. DEFINITIONS

"Confidential Information" means any proprietary information disclosed by either party.

"Services" means the legal consulting services described in Exhibit A.

"Term" means the period from the Effective Date through December 31, 2024.

2. SERVICES AND PAYMENT

Provider shall provide legal consulting services as described in Exhibit A.

Company shall pay Provider a monthly fee of \$15,000, payable within thirty (30) days of receipt of invoice. Late payments shall incur a penalty of 1.5% per month.

3. CONFIDENTIALITY

Each party acknowledges that it may have access to Confidential Information.

Both parties agree to maintain the confidentiality of such information for a period of five (5) years following termination of this Agreement.

4. TERM AND TERMINATION

This Agreement shall commence on January 15, 2024, and continue until December 31, 2024, unless terminated earlier. Either party may terminate this Agreement upon sixty (60) days written notice. Upon termination, all obligations regarding Confidential Information shall survive.

5. INDEMNIFICATION

Company shall indemnify and hold harmless Provider from any claims, damages, or expenses arising from Company's breach of this Agreement or negligent acts.

Provider shall indemnify Company for any claims arising from Provider's professional negligence.

6. LIABILITY LIMITATIONS

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT.

7. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from acts beyond reasonable control, including natural disasters, government actions, or pandemics.

8. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall be resolved through binding arbitration in San Francisco, California, under the rules of the American Arbitration Association.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

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

TECHCORP INC.

LEGAL SERVICES LLC

By: /s/ John Smith

By: /s/ Jane Doe

Name: John Smith

Name: Jane Doe

Title: CEO

Title: Managing Partner

Date: January 15, 2024

Date: January 15, 2024