**CONTRACT AGREEMENT**

**This Agreement** is made and entered into as of **March 1, 2024**, by and between **BrightTech Solutions, Inc.**, with a principal place of business at **1234 Innovation Drive, San Francisco, CA 94107** (hereinafter referred to as "Party A"), and **Global Marketing LLC**, with a principal place of business at **5678 Strategy Lane, New York, NY 10001** (hereinafter referred to as "Party B"). Party A and Party B may collectively be referred to as "the Parties."

**1. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which BrightTech Solutions, Inc. and Global Marketing LLC will engage in **digital marketing services and technology consulting**.

**2. TERM**

This Agreement shall commence on **March 1, 2024**, and shall continue for a period of **12 months**, unless earlier terminated in accordance with the provisions herein.

**3. SCOPE OF WORK**

BrightTech Solutions, Inc. agrees to provide the following services to Global Marketing LLC:

* **Website and application development**
* **Data analytics and reporting tools**
* **Cybersecurity assessments**

Global Marketing LLC agrees to provide the following services to BrightTech Solutions, Inc.:

* **SEO and digital advertising campaigns**
* **Social media strategy and management**
* **Market research and brand positioning**

**4. COMPENSATION**

4.1 **Payment Terms:** Global Marketing LLC shall compensate BrightTech Solutions, Inc. in the amount of **$150,000** for services rendered.

4.2 **Payment Schedule:** Payments shall be made on a **quarterly** basis, with the first payment due on **March 15, 2024**.

4.3 **Late Payments:** A late fee of **5%** shall be applied to any overdue payments.

**5. CONFIDENTIALITY**

Both Parties agree to maintain the confidentiality of all proprietary or sensitive information disclosed during the term of this Agreement. Such information shall not be shared with third parties without prior written consent.

**6. INTELLECTUAL PROPERTY**

6.1 **Ownership:** Any intellectual property developed under this Agreement shall remain the property of the originating Party unless otherwise agreed in writing.

6.2 **License:** BrightTech Solutions, Inc. grants Global Marketing LLC a non-exclusive, non-transferable license to use any deliverables provided under this Agreement solely for the purpose specified herein.

**7. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that:

* They have the full right and authority to enter into this Agreement.
* They will comply with all applicable laws and regulations.
* They will perform their obligations in a professional and timely manner.

**8. TERMINATION**

8.1 **Termination for Convenience:** Either Party may terminate this Agreement with **30 days** written notice.

8.2 **Termination for Cause:** Either Party may terminate this Agreement immediately if the other Party breaches any material term of this Agreement and fails to cure such breach within **10 days**.

**9. LIABILITY & INDEMNIFICATION**

9.1 **Limitation of Liability:** Neither Party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

9.2 **Indemnification:** Each Party agrees to indemnify and hold harmless the other Party from any claims, losses, or liabilities resulting from their respective breaches or negligence.

**10. DISPUTE RESOLUTION**

10.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of **California**.

10.2 **Mediation & Arbitration:** Any disputes arising under this Agreement shall first be resolved through mediation. If mediation fails, the dispute shall be settled by binding arbitration in **San Francisco, CA**.

**11. GENERAL PROVISIONS**

11.1 **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.

11.2 **Assignment:** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other Party.

11.3 **Severability:** If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

11.4 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings.

**12. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**BrightTech Solutions, Inc.:**  
[Signature]  
John Anderson  
Chief Executive Officer  
March 1, 2024

**Global Marketing LLC:**  
[Signature]  
Emily Carter  
Managing Director  
March 1, 2024

**End of Agreement**