

# **Services Agreement**

**SERV-64966**

## **Preamble and Recitals**

This Services Agreement ("Agreement") is entered into effective as of March 11, 2023 ("Effective Date"), by and between Fontara Inc., a financial services corporation registered in the United States at 123 Finance Avenue, Washington, D.C., and Fontara Group, a corporation registered in the United States at 456 Corporate Road, Washington, D.C. ("Parties"). Whereas, Fontara Inc. wishes to engage Fontara Group to perform certain services related to financial consulting; and whereas, Fontara Group desires to render such services to Fontara Inc., the Parties hereby agree as follows.

## **1. Definitions**

For the purposes of this Agreement: "Confidential Information" refers to any non-public information disclosed by either Party; "Services" means the financial consulting services specified in this Agreement; "Term" refers to the duration outlined in Section 2.

## **2. Scope of Services**

Fontara Group shall provide Fontara Inc. with financial consulting services as described in Exhibit A. These services shall be performed in accordance with the highest industry standards and shall meet the service levels agreed upon, including maintaining 99.9% uptime. Fontara Group will credit fees for any monthly downtime exceeding the service level agreement ("SLA") targets.

## **3. Duration & Termination**

This Agreement shall commence on the Effective Date and continue for a period of three (3) years, expiring on March 11, 2026 ("Initial Term"). Either Party may terminate this Agreement for cause with thirty (30) days written notice, or for convenience with sixty (60) days written notice prior to the renewal date.

## **4. Fees & Expenses**

Fontara Inc. agrees to pay Fontara Group as specified in Exhibit B, based on a fixed pricing model, with payment terms of sixty (60) days from invoicing. All expenses incurred by Fontara Group in the performance of Services shall be reimbursed by Fontara Inc. in accordance with agreed documentation and invoicing schedules.

## **5. Change Management**

Any additional work shall be requested, approved, and billed through a formal change management process. This process will include submission of change requests by either Party, approval in writing, and adjustment to Compensation as appropriate.

## **6. Client Obligations**

Fontara Inc. shall provide Fontara Group with necessary access, resources, or cooperation required to perform the Services. Fontara Inc. is responsible for timely sharing of any relevant information needed for Fontara Group to fulfill its commitments in this Agreement.

## **7. Confidentiality & Data Protection**

Each Party agrees to keep confidential any data exchanged under this Agreement, in line with GDPR and CCPA standards where applicable. Both Parties shall implement comprehensive data protection measures to ensure the security of any Personal Data handled during the course of the Services.

## **8. Intellectual Property**

Fontara Group shall retain ownership of any pre-existing intellectual property, and grants Fontara Inc. a non-exclusive license to use any work product developed pursuant to this Agreement, solely in connection with Fontara Inc.'s business operations.

## **9. Warranties & Representations**

Fontara Group warrants that the Services will be performed in a professional and workmanlike manner. However, except as expressly stated, Fontara Group disclaims all other warranties, whether express or implied, regarding the Services.

## **10. Indemnification**

Each Party agrees to indemnify and hold the other harmless against any third-party claims arising from their respective conduct in fulfilling this Agreement, including but not limited to claims resulting from negligence or willful misconduct.

## **11. Limitation of Liability**

Except for cases of gross negligence or willful misconduct, neither Party shall be liable for any indirect, consequential, or punitive damages. The liability of each Party under this Agreement shall be limited to the fees paid by Fontara Inc. to Fontara Group during the twelve (12) months preceding the incident.

## **12. Insurance**

Fontara Group shall maintain insurance coverage as detailed in Exhibit C, including professional liability insurance with a minimum coverage limit acceptable to Fontara Inc.

## **13. Dispute Resolution**

Any disputes arising under this Agreement will be resolved first through mediation, and if unresolved, by arbitration in accordance with the rules of the American Arbitration Association, conducted in Washington, D.C.

## **14. Miscellaneous**

This Agreement shall be governed by the laws of the United States, with the exclusive

jurisdiction of any legal action being Washington, D.C. Notices shall be given in accordance with the timeline set forth in this Agreement, with assignment rights granted generally except where consent is expressly required for changes of control.

## **Signatures**

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Execution Date.

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Fontara Inc.

Name:

Title:

Date:

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Fontara Group

Name:

Title:

Date: