

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.

Fontara Inc.

Name:

Title:

Date:

Fontara Group

Name:

Title:

Date: