



# SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on January 15, 2025, by and between:

1. Johnathan Carter, an independent consultant, residing at 2458 Elm Street, New York, NY 10001, hereinafter referred to as "Service Provider"; and
2. Williams Tech Solutions LLC, a registered business with principal offices at 786 Maple Avenue, Los Angeles, CA 90012, represented by Rebecca Williams, hereinafter referred to as "Client".

The parties collectively referred to as the "Parties" and individually as a "Party" agree as follows:

## 1. SCOPE OF SERVICES

The Service Provider agrees to provide consulting services related to software development, system architecture, and security implementation. The Client agrees to compensate the Service Provider in accordance with the agreed payment terms outlined in this Agreement.

## 2. BILLING DETAILS

### Invoice Summary

Invoice Number	2025-001
Issue Date	January 15, 2025
Due Date	February 15, 2025

**Billed To**

Client Name	Williams Tech Solutions LLC
Billing Address	786 Maple Avenue, Los Angeles, CA 90012
Client Contact	Rebecca Williams
Client Email	rebecca@williams-tech.com

**Payment Details**

Payee Name	Johnathan Carter
Payee Address	2458 Elm Street, New York, NY 10001
Account Address	0x0Da8563B20Dd04bbB302416467d91E5789264a22

**Service Breakdown**

Description of Services	Amount (\$)
Software Development Consulting (January 2025)	0.01 ETH
Subtotal	0.01 ETH
Total Due (if paid on or before due date)	0.01 ETH

**Late Payment Terms**

Late Fee Policy	Details
Grace Period	5 days

Late Fee Amount	0.001 ETH
Final Amount (if overdue)	Subject to late fees

### 3. PAYMENT TERMS

1. Payment must be made in full by February 15, 2025.
2. Accepted payment methods include cryptocurrency (Ethereum) on Base Blockchain.
3. If payment is not received within 5 days after the due date, a \$50 late fee shall be applied.
4. An additional 2% monthly interest will be charged on any outstanding balance beyond 30 days.
5. If payment remains outstanding for more than 60 days, the Service Provider reserves the right to initiate legal collection proceedings.

### 4. TAXATION AND EXPENSES

1. Each Party is responsible for its own tax obligations.
2. If applicable, sales tax, value-added tax (VAT), or goods and services tax (GST) shall be borne by the Client.
3. Any expenses incurred by the Service Provider during the project, such as software licenses or travel costs, shall be reimbursed upon presentation of receipts.

### 5. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of proprietary information disclosed during the course of the project. This obligation shall remain in effect for three (3) years post-termination of this Agreement.

### 6. INTELLECTUAL PROPERTY RIGHTS

1. All deliverables, software, and documentation developed under this Agreement shall be the exclusive property of the Client unless otherwise agreed in writing.
2. The Service Provider retains the right to reference non-confidential portions of the work in a professional portfolio.

### 7. LIABILITY AND INDEMNIFICATION

1. The Client shall not hold the Service Provider liable for damages arising from improper use of the services provided.
2. The Service Provider shall not be responsible for any indirect, consequential, or incidental damages resulting from the Client's use of the work.

## **8. DISPUTE RESOLUTION**

1. Any disputes shall first be resolved through good faith negotiations.
2. If unresolved, the dispute shall proceed to mediation before legal action is taken.
3. Legal proceedings, if necessary, shall be under the jurisdiction of New York, NY.

## **9. FORCE MAJEURE**

Neither Party shall be liable for delays due to unforeseen events such as natural disasters, war, or government regulations.

## **10. TERMINATION CLAUSE**

This Agreement may be terminated by either Party with 30 days' written notice, subject to settlement of all outstanding payments.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements. Any modifications must be made in writing and signed by both Parties.

## **12. SIGNATURES**

By signing below, both Parties acknowledge and agree to the terms outlined in this Agreement.

Signed on January 15, 2025

Service Provider:

Johnathan Carter

Signature: \_\_\_\_\_

Client:

Rebecca Williams

Williams Tech Solutions LLC

Signature: \_\_\_\_\_