

DUMMY HIGH-RISK CONTRACT

MASTER SERVICES AGREEMENT

Effective Date: January 1, 2026

Between: AlphaTech Solutions, Inc. (“Vendor”)

And: BrightPath Marketing LLC (“Client”)

1. Term and Automatic Renewal

This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive two (2) year periods unless Client provides written notice of non-renewal at least one hundred eighty (180) days prior to the end of the then-current term.

Failure to provide timely notice shall result in automatic renewal under the same terms.

2. Fees and Payment Escalation

Client agrees to pay Vendor a base subscription fee of \$4,000 per month. Vendor may increase fees at any time upon thirty (30) days written notice. If Client does not object in writing within seven (7) days of notice, the increase shall be deemed accepted.

All late payments shall accrue interest at 2.5% per month (or the maximum permitted by law, whichever is higher), compounded monthly.

Vendor reserves the right to modify pricing structures, introduce new fees, or change billing models at its sole discretion.

3. Termination

Client may not terminate this Agreement for convenience.

Vendor may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice.

If Client attempts early termination for any reason, Client shall immediately pay all remaining fees due for the remainder of the term, including any renewal period already triggered.

4. Indemnification

Client shall indemnify, defend, and hold harmless Vendor, its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or relating to:

- (a) Client's use of the services
- (b) Any data provided by Client
- (c) Any alleged infringement arising from Client materials
- (d) Any third-party claims of any kind whatsoever

Vendor shall have no obligation to indemnify Client under any circumstances.

5. Limitation of Liability

In no event shall Vendor be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, lost revenue, lost data, or business interruption, regardless of theory of liability.

Vendor's total aggregate liability under this Agreement shall not exceed \$100, regardless of the amount paid by Client.

This limitation applies even if Vendor was advised of the possibility of such damages.

6. Data Rights

Client grants Vendor a perpetual, irrevocable, royalty-free, worldwide license to use, modify, distribute, and commercialize any data, analytics, or derivative insights generated through Client's use of the services.

Vendor may sell aggregated or non-aggregated Client data to third parties.

7. Non-Compete and Restrictive Covenant

Client agrees that during the term of this Agreement and for five (5) years thereafter, Client shall not directly or indirectly engage in, assist, invest in, or advise any business that competes with Vendor in any market worldwide.

This restriction applies regardless of geography and regardless of whether Vendor operates in that region.

8. Assignment

Vendor may assign or transfer this Agreement without Client's consent.

Client may not assign this Agreement without Vendor's prior written approval, which may be withheld in Vendor's sole discretion.

9. Governing Law and Venue

This Agreement shall be governed by the laws of the Cayman Islands.

All disputes must be resolved exclusively through binding arbitration in the Cayman Islands under confidential proceedings.

Client waives the right to participate in any class action or jury trial.

10. Service Availability

Vendor does not guarantee uptime, service levels, or data accuracy. Vendor may suspend services at any time for maintenance, upgrades, or business reasons without liability.