



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and effective as of the **2nd day of December, 2024** by and between **ERP WIZ INC, D/B/A DIGITAL SAVANTS**, a **Texas corporation** with offices located at **5600 Tennyson PKWY, Suite #150, Plano, TX – 75024**, referred to in this Agreement as "**DIGITAL SAVANTS**" and **Adaequare Inc**, a **Virginia corporation** with **EIN # 54-2047518**, having its offices located at **5160 Parkstone drive, Suite 100, Chantilly, VA 20151-3814**, referred to in this Agreement as "**Supplier**".

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties to this Agreement agree as follows:

Section One: Services Provided

Supplier shall provide DIGITAL SAVANTS with the services of an experienced professional for the performance of various consulting and computer-related services to DIGITAL SAVANTS Client(s) or Vendor(s), referred collectively as **Client or Clients** in this agreement, as outlined in the Work Orders and annexed to this agreement and made a part hereof.

No obligation for services or costs shall be incurred by either party until a work order or other written authorization has been executed by both parties.

Section Two: Personnel

1. Personnel assigned by Supplier to perform the services described in the Annexed work order(s) shall be qualified to perform assigned duties under the specific work order. Services of Supplier's personnel shall terminate at the end of the minimum time requirement covered by the work order and any renewals or extensions thereof, or without notice if for any reason the Client no longer desires the services of Supplier's personnel. Supplier shall exercise all reasonable efforts to ensure continuity of services of personnel assigned under this Agreement and any Work Order.
2. If Client is dissatisfied with the performance of services of any professional supplied by Supplier, DIGITAL SAVANTS reserves the right to remove said consultant from the project or assignment immediately. Client shall be the sole judge as to satisfaction of performance. DIGITAL SAVANTS may elect to request that Supplier provide an acceptable replacement of such professional within five (5) working days of the removal of the consultant. In the event that DIGITAL SAVANTS does not elect to request a replacement, the work order is terminated, and DIGITAL SAVANTS shall have no liability to Supplier.
3. Supplier shall make all possible effort to screen its personnel for technical capabilities and other skills required for the assignment by and shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and in the manner and means that appear best suitable to it to perform the work. Evaluation of Supplier's

DS Initials: SSB

Page 1 of 9

Supplier Initial: PJF



performance, if any, shall be made by Client. If, during the initial ten (10) working days of performance of Supplier personnel under the work order, Client requires the withdrawal or removal of Supplier personnel from performance of the work under the work order for any reasons, such personnel shall be withdrawn by Supplier at Supplier's own expense. In the event that DIGITAL SAVANTS cannot bill its client or obtain payment from its client due to the withdrawal of Supplier personnel during the first initial 15 working days DIGITAL SAVANTS shall not be obligated to pay any sums to Supplier under this Agreement and there shall be no billing by Supplier.

Supplier agrees that it has informed and advised its personnel that Supplier and its personnel are not employees of DIGITAL SAVANTS or client and are not entitled to and waive any benefits provided or rights guaranteed by DIGITAL SAVANTS or Client, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans. Health plans, or premium "overtime" pay. It is understood and agreed that DIGITAL SAVANTS shall make no deduction from fees paid to Supplier for any federal or state taxes or FICA, withholding or other payments, and that DIGITAL SAVANTS or Client have no obligation to provide Workmen's compensation or pay any premium "overtime" payments at any rate other than the normal rate agreed to in the work order. Supplier shall make all deductions required by federal, state, and local laws, including deductions for Social Security and withholding taxes, and unemployment compensation.

Supplier shall maintain Workmen's Compensation and liability insurance for each of its personnel performing services under this contract. In the event of any claims brought against or threatened by any party against DIGITAL SAVANTS or Client relating to the status, acts or omissions of Supplier or its personnel, Supplier agrees to cooperate in all reasonable respects, including supporting the assertions of employment status made in this Agreement. Supplier agrees to indemnify and save DIGITAL SAVANTS and its clients harmless from any entitlement, assertion or claims, which any of Supplier's employees might have or might make relative to rights or privileges in any DIGITAL SAVANTS or Client employee benefit plan and which arise, in whole or in part, or of work performed under this Agreement.

Section Three: Work Orders

The charges, terms and conditions specified in this Agreement, each supplemental Agreement, or any schedule shall be those in effect with respect to the described services as of the effective date of this Agreement, supplemental agreement or schedule.

Each work order shall contain the following specifics: general description of the services to be performed, approximation of duration, delivery schedules if any, location where the services are to be delivered and the fees or consulting rates. Such fees or rates for consulting services shall set forth the rate per hour for straight time and overtime.

All overtime charges shall be charged at the same rate as for regular hours specified in the work

DS Initials: SSB

Page 2 of 9

Supplier Initial: PRe

order. Client shall authorize all overtime.

Section Four: Termination

DIGITAL SAVANTS or Supplier may terminate the agreement on 30 days written notice to the other party. In the event that there are any open Work Orders at the time of termination, Supplier shall continue to perform services under that open Work Order with the same personnel until such time as the open Work Order terminates. DIGITAL SAVANTS 's sole liability shall be to pay Supplier for the services performed and approved by client under the open Work Order until termination of the open Work Order.

Supplier understands that terminating the Work Order without cause before completion of project puts the project in jeopardy and causes loss for the client. During initial 6 months of assignment from the start date outlined in the Work Order, DIGITAL SAVANTS or Supplier may terminate this Agreement, any supplemental agreement or any schedule with cause on 30 days written notice to the other party. After the initial 6 months of assignment from the start date outlined in the Work Order, DIGITAL SAVANTS or Supplier may terminate the Work Order, any supplemental agreement or any schedule on 15 days written notice to the other party. In the event of such proper termination with above-described notice periods, DIGITAL SAVANTS shall pay for all services performed and expenses incurred by up to the date of termination of work. In the event Supplier, without proper notice period, terminate the Work Order or withdraw personnel identified in the work order Supplier shall pay DIGITAL SAVANTS an amount equivalent to 80 hrs. of pay rate mentioned in the work order towards damages or loss of business.

DIGITAL SAVANTS may terminate any Work Order with less notice period or no notice to Supplier in the event Client terminates the services of the Consultant(s) with short notice or no notice.

Section Five: Invoice and Payment

Supplier shall invoice DIGITAL SAVANTS once every month. Client-approved time-sheets and expense-sheetsshall be submitted to DIGITAL SAVANTS simultaneously with all invoices. Invoices shall be payable by DIGITALSAVANTS within 5 business days from the date of receipt of payment by DIGITAL SAVANTS whichever is later. DIGITAL SAVANTSShall pay any client approved expenses related to travel and/or other expenses incurred simultaneously with the invoice with which such expense is submitted, provided such expenses have been approved by the Client prior to the submission of time sheets and expense sheets. No payment shall be made for any services rendered bySupplier prior to the issuance and acceptance of a work order under this agreement. Should Client withhold anysums from payment to DIGITAL SAVANTS because of non-performance or negligence by Supplier personnel, DIGITAL SAVANTS shall be entitled to withhold the same amount from payment to Supplier. The Supplier agreeesthat it will not hold DIGITAL SAVANTS responsible for any losses, in the event DIGITAL SAVANTS does not get paid from the Client and DIGITAL SAVANTS is unable to pay the Supplier.

DS Initials: SSB

Page 3 of 9

Supplier Initial: Jape

Section Six: Solicitation of Employees

Unless otherwise mutually agreed to by the parties in writing, DIGITAL SAVANTS shall not solicit for employment any employees of Supplier who have not worked with DIGITAL SAVANTS as an employee or contractor prior to the date of this agreement and who they have met as a result of the performance of services under this Agreement during the term of this Agreement and for a period of twelve (12) consecutive months after completion of the services hereunder.

Supplier agrees that, Suppliers and its associated companies will not for itself or for any other company solicit or hire any personnel of DIGITAL SAVANTS or contractors of DIGITAL SAVANTS working at the locations where Supplier personnel are assigned to perform services under this agreement.

Section Seven: Clients (Non-Compete)

During the term of this Agreement and any renewals thereof, and for one (1) year after the expiration of the initial Agreement and any renewal period, both DIGITAL SAVANTS and Supplier agree not to provide (or attempt to provide or advise others of the opportunity to provide), directly or indirectly, any services to any Client to which either party has been introduced or about which they have received information through the other party, or through any Client for which either party has performed services or to which either party was introduced under this Agreement.

Both parties agree that violation of this clause by either DIGITAL SAVANTS or Supplier would cause irreparable harm to the other party. In the event of a breach by either party, the non-breaching party may withhold any amounts otherwise due to the breaching party until the damages can be determined.

The non-compete restriction is not applicable if the Supplier has a pre-existing relationship with any Client directly or via other third-party.

Section Eight: Confidential Information

Any fee or hourly rates outlined in the work orders are confidential information between DIGITAL SAVANTS and Supplier. Supplier or its personnel shall not disclose or discuss this information with any third party or DIGITAL SAVANTS Clients.

All cards, tapes, disk, other media, processes, reports, and information of any nature that are made available to Supplier or its personnel by Client or DIGITAL SAVANTS by virtue of this Agreement or the relationship created by this Agreement shall be held in strict confidence by Supplier and shall be returned to Client or DIGITAL SAVANTS immediately upon termination of the work order. Such confidential disclosures that are made or such confidential information that is made or becomes available to Supplier or its personnel is made in reliance on this promise.

Supplier agrees not to disclose information, materials or other property belonging to Client or

DS Initials: SSB

Page 4 of 9

Supplier Initial: RPe

DIGITAL SAVANTS. It is hereby agreed that any all information gained as a result of this Agreement will be considered confidential and proprietary except: (a) to the extent that it is or becomes public knowledge through no fault or negligence of the party receiving such information, or (b) which is rightfully disclosed by some third party, or (c) which is already known to the receiving party and has not been obtained in confidence from the other party to this Agreement prior to the effective date of this Agreement. Supplier and its personnel hereby agree to assign and do assign to DIGITAL SAVANTS all rights and interest in any invention or idea made or conceived while in the performance of any job-related duties during the term of this Agreement.

Section Nine: Breach of Agreement

In the event of a breach of this Agreement by either party that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other. On expiration or termination of this Agreement, for any cause, Supplier shall, without additional cost to DIGITAL SAVANTS, provide all reasonable assistance and devote its best effort to returning to DIGITAL SAVANTS, or its designees, in an orderly and expeditious manner, all data, records, and documentation belonging to DIGITAL SAVANTS or Client. DIGITAL SAVANTS may by written notice to Supplier defer the actual termination date of this Agreement for a reasonable time but no longer than thirty (30) days following notice of termination of this Agreement to enable DIGITAL SAVANTS to make appropriate provision for the handling of the functions performed by Supplier without loss of performance time. Any such extension shall be on the terms and conditions contained in this Agreement.

Section Ten: Notice

Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below or at such other address as may be specified in writing:

SUPPLIER: Adaequare Inc

Address: 5160 Parkstone drive, Suite 100, Chantilly, VA 20151-3814

Email: contracts@adaequare.com

Attn: Pavan Peechara

ERP WIZ INC, D/B/A DIGITAL SAVANTS

Address: 5600 Tennyson PKWY, Suite #150, Plano, TX - 75024

Fax No: (469)-914-8742

Attn: Sk. Shamsheer / Contracts Manager

Section Eleven: Indemnification

All persons furnished by Supplier shall be considered solely Supplier's employees or agents and Supplier shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law. Supplier agrees to indemnify and save

DS Initials: SSB

Page 5 of 9

Supplier Initial: Pave



harmless DIGITAL SAVANTS, its affiliates, subsidiaries and their customers and each of their officers, directors, employees, successors and assigns all hereinafter referred to in this clause as DIGITAL SAVANTS from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from:

(1)injuries or death to persons or damage to property, including theft, in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the performance of the Work or Services performed by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier or by any subcontractor, or by reason of any injuries to such persons for which DIGITAL SAVANTS would be responsible under Workers' Compensation for similar acts if the persons were employed by DIGITAL SAVANTS , (3) failure on the part of Supplier to satisfy all claims for labor, equipment, materials, and other obligations relating to performance of the work; (4) any claim by any company selected as a subcontractor by Supplier for non-payment of billings to Supplier or that they were wrongfully excluded from performing work under this agreement, or (5) any failure by Supplier to perform Supplier's obligations under this clause or under the insurance clause. Supplier agrees to defend DIGITAL SAVANTS and its Clients, at DIGITAL SAVANTS 's request, and at the sole expense of Supplier, against any such claim, demand or suit. DIGITAL SAVANTS agrees to notify Supplier within a reasonable time of any written claim or demands against DIGITAL SAVANTS for which Supplier is responsible under this clause.

Section Twelve: Compliance with Laws

Supplier agrees to comply with all applicable federal, state and local laws, including but not limited to, the provision of all anti-discrimination acts or statutes, the Americans with Disabilities Act, the Immigration Reform and Control Act, and the Fair Labor Standards Act, and will indemnify, defend and hold DIGITAL SAVANTS and Clients harmless from and against any claims, demands, suits, losses, damages, costs and expenses in any way arising, in whole or in part, from Supplier's failure to comply with such laws, or caused or allegedly caused, directly or indirectly, in whole or in part, by any act or omission on the part of Supplier, its officers, directors, agents or employees.

Supplier shall maintain sole responsibility for the completion of all immigration forms and documents, including, without limitation, Employment Eligibility Verification Forms 1-9 for all applicable Supplier personnel providing services to DIGITAL SAVANTS under this Agreement and Statement of Work. All the Supplier personnel providing services under this agreement must be employees of Supplier and have legal status to work in United States of America. Supplier shall fully and properly complete all required immigration forms and documents, including, without limitation, Forms 1-9, for all applicable Supplier personnel providing Services to DIGITAL SAVANTS hereunder or under any Statement of Work.

Supplier shall ensure that applicable Supplier personnel who Supplier knows or has reason to believe are unauthorized to work for DIGITAL SAVANTS in the United States do not provide

DS Initials: SSB

Page 6 of 9

Supplier Initial: Pape

services to DIGITAL SAVANTS. Supplier shall provide proof of work authorization for its personnel to DIGITAL SAVANTS prior to commencement of work.

Section Thirteen: Reductions

Supplier acknowledges and agrees that it has been advised that Client may impose rate decreases in compensation paid by Clients to DIGITAL SAVANTS. Supplier agrees to accept decreases in the per hour rate paid to Supplier by DIGITAL SAVANTS for each consultant provided under this agreement as specified in each work order. If and only if the client reduces rates each such reduction shall be applied to each consultant and the work order for such consultant's services. DIGITAL SAVANTS agrees to promptly inform supplier of such reductions.

Section Fourteen: Background Investigations

Supplier must complete criminal background investigations at the time of placement/submitting of a candidate to DIGITAL SAVANTS. The criminal background investigation must be completed for all prospective candidates, whether a United States citizen, person who is not a United States citizen, or a permanent resident of the United States, to the fullest extent permitted by applicable law. Supplier shall perform or have performed a criminal background check covering the counties in which the person was employed or resided for the past seven (7) years (or longer as required by applicable law). Supplier will not propose persons who: (a) have felony convictions or misdemeanor convictions involving violence or dishonesty; (b) have a restriction (e.g. a court order or restrictive covenant) that would prevent the candidate from providing services or impose limitations on the services that the candidate is required to provide to Client; or (c) may present a higher than normal security risk.

Upon DIGITAL SAVANTS's request, Supplier will provide documentation to verify compliance with this section.

Section Fifteen: United States Export Laws

Supplier will not use, distribute, or transfer or transmit any products, software, or technical information even if incorporated into other products provided under this agreement except in compliance with the export laws and regulations of the United States (the "Export Laws"). Supplier will not, directly or indirectly, export or re-export the following items to any country which is in the then current list of prohibited countries specified by the export Laws: (a) software or technical data disclosed or provided to Supplier by DIGITAL SAVANTS or Client, or subsidiaries or affiliates of either; (b) the direct product of such software or technical data. Supplier agrees to promptly inform DIGITAL SAVANTS in writing of any written authorization issued by the U.S. Department of Commerce Office of Export licensing to export or re-export any such items referenced in (a) or (b). Supplier will not, without the prior written consent of DIGITAL SAVANTS, export or re-export, directly or indirectly, any technical data or software furnished hereunder from the country in which DIGITAL SAVANTS or Client first provided the

DS Initials: SSB

Page 7 of 9

Supplier Initial: Rafe

technical data or software to Supplier hereunder, except to the United States.

The obligation stated above will survive the expiration, cancellation or termination of this agreement or any other related agreement. If requested by DIGITAL SAVANTS or Client, Supplier agrees to sign written assurances and other export-related documents as may be required for DIGITAL SAVANTS or Client to comply with U.S. export regulations.

Section Sixteen: Entire Agreement

This agreement contains the binding Agreements between the parties and supersedes all other Agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with statements in this Agreement.

Section Seventeen: Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas. It is further agreed that the state or federal courts having jurisdiction over Collin County, State of Texas, shall have sole and exclusive jurisdiction over any controversies arising out of the provisions of this Agreement.

Section Eighteen: Exhibits

All work orders to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

Section Nineteen: Assignment

No assignment of this Agreement shall be made by Supplier without DIGITAL SAVANTS prior written consent.

Section Twenty: Insurance

Supplier agrees to carry the following insurance coverage during the term of this Agreement and will also provide necessary certificate to DIGITAL SAVANTS prior to commencement of work, naming DIGITAL SAVANTS as an additional insured:

(1) Workers' Compensation insurance as required by the law of the state or nation in which the work is performed; (2) employer's liability insurance with limits of at least \$1,000,000.00; (3) comprehensive automobile liability insurance if the use of a motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (4) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000.00 combined single limit for bodily injury and property damage for each occurrence; (5) Errors and Omissions insurance in the amount of at least \$1,000,000. per claim with an annual aggregate of \$1,000,000.00. DIGITAL SAVANTS, its subsidiaries and affiliates, and each of their officers, directors and employees are to be designated as "additional insured" Agreement Supplier shall furnish proof of such insurance prior to the start of work. Supplier shall notify DIGITAL SAVANTS in writing at least thirty (30) days prior to cancellation of or any changes in

DS Initials: SSB

Page 8 of 9

Supplier Initial: Rape



the policy.

Section Twenty One: General Provisions

1. This Agreement, with the documents incorporated herein, is the exclusive Agreement between the parties as to the subject matter contained herein and shall not be modified except in a writing executed by both parties.
2. Any prior agreements or work orders between DIGITAL SAVANTS and Supplier will void be void as of effective
3. date of this agreement.
4. Any disputes arise because of the work performed under this agreement shall be handled between DIGITAL SAVANTS, Supplier and Supplier employees only. In any circumstance, Supplier shall not approach or claim against Client. Supplier agrees to indemnify and save harmless DIGITAL SAVANTS Clients
5. In the event any one or more provisions of this Agreement or of any work order is deemed invalid or otherwise unenforceable by a court of competent jurisdiction, the enforceability of remaining provisions shall be unimpaired and remain in full force and effect.
6. Supplier shall ensure that all its personnel shall represent only DIGITAL SAVANTS at the Client at all times.
7. Supplier shall ensure that all its personnel adhere to the Client's and DIGITAL SAVANTS Business Conduct guidelines.
8. The failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder. Sections 6, 7, 8 12 and 13 shall survive the expiration, termination and cancellation of this Agreement or any other related agreement or modification.

In consideration of the foregoing, the parties hereto have caused this document to be executed by a person with authority to do so on the date first recited above.

ERP WIZ INC, D/B/A DIGITAL SAVANTS

By: Shamsheer Sk

Name: Shamsheer Sk

Title: Contracts Manager

Date: 12/10/2024

ADAEQUARE INC

By: P. Pavan

Name: Pavan Peechara

Title: President

Date: 12/09/2024

DS Initials: SSB

Page 9 of 9

Supplier Initial: _____