

COMPREHENSIVE LEGAL DOCUMENT TEST

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of March 15, 2023 (the "Effective Date"), by and between TECH INNOVATIONS CORPORATION, a Delaware corporation with its principal place of business at 123 Innovation Way, San Francisco, CA 94105 ("Company"), and GLOBAL CONSULTING PARTNERS LLP, a New York limited liability partnership with its principal place of business at 456 Advisory Avenue, New York, NY 10018 ("Service Provider").

RECITALS

WHEREAS, Company desires to engage Service Provider to provide certain professional services; and

WHEREAS, Service Provider has the expertise and resources to provide such services to Company; and

WHEREAS, the parties desire to establish the terms and conditions under which such services will be provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Services. Service Provider shall provide to Company the professional services (the "Services") described in each statement of work executed by the parties (each, a "Statement of Work" or "SOW"). The initial Statement of Work is attached hereto as Exhibit A. Additional Statements of Work may be added from time to time by mutual written agreement of the parties.

1.2 Performance Standards. Service Provider shall perform the Services in a professional and workmanlike manner, consistent with industry standards. Service Provider shall commit adequate resources to meet its obligations under this Agreement.

1.3 Timeline. Service Provider shall commence the Services on April 1, 2023, and shall complete each deliverable in accordance with the timeline set forth in the applicable Statement of Work. Time is of the essence with respect to the performance of the Services.

1.4 Acceptance. Company shall have fifteen (15) business days following delivery of any deliverable to inspect and test such deliverable. If Company determines that a deliverable fails to conform to the specifications set forth in the applicable Statement of Work, Company shall notify Service Provider in writing, specifying the deficiencies in reasonable detail. Service Provider shall use commercially

reasonable efforts to correct such deficiencies and redeliver the revised deliverable to Company within ten (10) business days.

1.5 Changes. Either party may request changes to the scope of Services. No changes shall be effective unless and until the parties execute a written change order describing such changes and any associated adjustments to the fees or timeline.

2. COMPENSATION

2.1 Fees. As compensation for the Services, Company shall pay Service Provider the fees set forth in each Statement of Work. Unless otherwise specified in a Statement of Work, fees shall be based on a rate of \$175.00 per hour. The total contract value shall not exceed \$250,000 without prior written approval from Company.

2.2 Expenses. Company shall reimburse Service Provider for reasonable travel and out-of-pocket expenses incurred in connection with the performance of the Services, provided that (a) all such expenses are pre-approved by Company in writing, and (b) Service Provider submits adequate documentation of such expenses. All air travel shall be economy class, and lodging expenses shall not exceed \$250.00 per night.

2.3 Invoicing. Service Provider shall invoice Company on a monthly basis for fees and expenses. Each invoice shall include a detailed breakdown of the Services performed, hours worked, and expenses incurred.

2.4 Payment Terms. Company shall pay all undisputed amounts within thirty (30) days after receipt of Service Provider's invoice. Company may withhold payment of any amounts that it disputes in good faith pending resolution of such dispute, provided that Company notifies Service Provider in writing of the dispute and the reasons therefor.

2.5 Taxes. Service Provider shall be responsible for all taxes and similar payments arising from the compensation paid to Service Provider hereunder, including federal and state income taxes, self-employment taxes, and any other taxes, fees, or payments for which Service Provider may be responsible as an independent contractor.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

3.2 Termination for Convenience. Company may terminate this Agreement or any Statement of Work, in whole or in part, for convenience upon thirty (30) days' written notice to Service Provider.

3.3 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause upon written notice to the other party if the other party (a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof; or (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

3.4 Effect of Termination. Upon termination of this Agreement or any Statement of Work, Service Provider shall promptly (a) cease performing the applicable Services; (b) deliver to Company all work in progress, completed work, and other materials produced or acquired in connection with the Services; and (c) return all Company property in Service Provider's possession or control. Company shall pay Service Provider for all Services performed and expenses incurred up to the effective date of termination.

3.5 Survival. The provisions of Sections 5, 6, 7, 8, 9, 10, and 12 shall survive the termination or expiration of this Agreement.

4. RELATIONSHIP OF PARTIES

4.1 Independent Contractor. Service Provider is an independent contractor and not an employee, agent, joint venturer, or partner of Company. Service Provider shall be solely responsible for determining the means and methods of performing the Services. Service Provider shall have no authority to bind or commit Company in any manner whatsoever.

4.2 No Benefits. Service Provider acknowledges and agrees that Service Provider and its personnel shall not be eligible for any Company employee benefits and, to the extent Service Provider or its personnel otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Service Provider (on behalf of itself and its personnel) hereby expressly declines to participate in such Company employee benefits.

4.3 Service Provider Personnel. Service Provider shall ensure that all of its personnel who perform Services under this Agreement have the necessary skills, experience, and qualifications to perform the Services. Service Provider shall be responsible for the supervision and management of such personnel.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" means all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, in writing, or by other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, marketing strategies, customer lists, financial information, technical data, product designs, and proprietary processes.

5.2 Protection of Confidential Information. The Receiving Party shall (a) use the Confidential Information solely for the purpose of performing its obligations under this Agreement; (b) protect the Confidential Information from unauthorized use, access, or disclosure with the same degree of care that it uses to protect its own confidential information, but in no event with less than reasonable care; and (c) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

5.3 Exceptions. The obligations set forth in Section 5.2 shall not apply to any information that (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is received from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information, it shall (a) provide the Disclosing Party with prompt written notice of such requirement; (b) cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy; and (c) disclose only that portion of the Confidential Information that it is legally required to disclose.

5.5 Return or Destruction. Upon the termination or expiration of this Agreement, or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control.

6. INTELLECTUAL PROPERTY

6.1 Company Materials. Company shall own all right, title, and interest in and to any materials provided by Company to Service Provider for use in connection with the Services (the "Company Materials"). Nothing in this Agreement shall be deemed to grant Service Provider any right, title, or interest in or to the Company Materials.

6.2 Service Provider Materials. Service Provider shall own all right, title, and interest in and to any materials that (a) are owned or developed by Service Provider prior to the commencement of the Services; (b) are developed by Service Provider outside the scope of the Services; or (c) are generic in nature and not specific to Company's business (collectively, the "Service Provider Materials"). Service Provider hereby grants to Company a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and create derivative works of the Service Provider Materials solely as incorporated into the deliverables.

6.3 Work Product. Except as set forth in Section 6.2, all deliverables, work product, and other materials created or developed by Service Provider in connection with the Services (collectively, the "Work Product") shall be the sole and exclusive property of Company. Service Provider hereby assigns to

Company all right, title, and interest in and to the Work Product, including all intellectual property rights therein. Service Provider shall execute such documents and take such actions as Company may reasonably request to perfect Company's ownership of the Work Product.

6.4 Third-Party Materials. Service Provider shall not incorporate any third-party materials into the deliverables without Company's prior written consent. If Company consents to the incorporation of third-party materials, Service Provider shall obtain all necessary licenses and permissions for Company's use of such materials.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations. Each party represents and warrants to the other party that (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not conflict with, violate, or result in a breach of any law, regulation, or contractual obligation to which it is subject.

7.2 Service Provider Representations. Service Provider represents and warrants that (a) the Services will be performed in a professional and workmanlike manner, consistent with industry standards; (b) the deliverables will conform to the specifications set forth in the applicable Statement of Work; (c) the deliverables will be free from material defects; and (d) the deliverables will not infringe upon or violate the intellectual property rights of any third party.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, SHALL BE LIMITED TO AND SHALL NOT EXCEED THE TOTAL FEES PAID BY COMPANY TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

8.3 Exceptions. The limitations and exclusions set forth in Sections 8.1 and 8.2 shall not apply to (a) breaches of the confidentiality obligations set forth in Section 5; (b) violations of the intellectual property rights of the other party; (c) a party's indemnification obligations under Section 9; or (d) any liability that cannot be limited or excluded under applicable law.

9. INDEMNIFICATION

9.1 Service Provider Indemnification. Service Provider shall indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Service Provider's breach of any representation, warranty, or covenant set forth in this Agreement; (b) Service Provider's negligence or willful misconduct; or (c) any claim that the deliverables infringe upon or violate the intellectual property rights of any third party.

9.2 Company Indemnification. Company shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Company's breach of any representation, warranty, or covenant set forth in this Agreement; (b) Company's negligence or willful misconduct; or (c) Service Provider's use of the Company Materials in accordance with this Agreement.

9.3 Indemnification Procedure. The indemnified party shall (a) promptly notify the indemnifying party in writing of any claim for which indemnification is sought; (b) give the indemnifying party sole control over the defense and settlement of such claim; and (c) provide the indemnifying party, at the indemnifying party's expense, with all reasonable assistance in connection with the defense and settlement of such claim. The indemnifying party shall not settle any claim in a manner that adversely affects the indemnified party's rights without the indemnified party's prior written consent.

10. INSURANCE

10.1 Required Coverage. Service Provider shall maintain, at its own expense, the following insurance coverage during the term of this Agreement:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Professional liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate;
- (c) Workers' compensation insurance in accordance with the requirements of applicable law; and
- (d) Such other insurance coverage as may be required by applicable law.

10.2 Evidence of Insurance. Upon Company's request, Service Provider shall provide Company with certificates of insurance evidencing the coverage required by this Section 10.

11. COMPLIANCE WITH LAWS

11.1 General Compliance. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its performance under this Agreement.

11.2 Anti-Corruption. Each party shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Neither party shall offer, promise, or give anything of value to any government official or other person with the intent to induce or reward improper performance of a function or activity.

11.3 Export Controls. Each party shall comply with all applicable export control laws and regulations. Service Provider shall not export or re-export any technical data or products received from Company, or the direct product of such technical data, to any destination or person if such export or re-export is prohibited by applicable law.

12. GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provisions.

12.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

12.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to any successor to all or substantially all of its business or assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 Subcontractors. Service Provider may not subcontract any of its obligations under this Agreement without Company's prior written consent. Service Provider shall be responsible for the acts and omissions of its subcontractors as if such acts and omissions were performed by Service Provider.

12.5 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, terrorism, war, civil unrest, or labor disputes. The affected party shall provide prompt notice to the other party of such failure or delay and shall use diligent efforts to minimize the impact of such event.

12.6 Notices. All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when (a) delivered personally; (b) sent by confirmed email; or (c) sent by certified mail (return receipt requested) or by nationally recognized overnight courier service to the address specified below:

If to Company: Tech Innovations Corporation 123 Innovation Way San Francisco, CA 94105 Attention: Legal Department Email: legal@techinnovations.com

If to Service Provider: Global Consulting Partners LLP 456 Advisory Avenue New York, NY 10018 Attention: Managing Partner Email: contracts@globalconsulting.com

12.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that comes closest to the intent of the parties.

12.8 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.9 Entire Agreement. This Agreement, including all exhibits and Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12.10 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

TECH INNOVATIONS CORPORATION

By: _____

Name: Sarah Johnson

Title: Chief Executive Officer

Date: March 15, 2023

SERVICE PROVIDER:

GLOBAL CONSULTING PARTNERS LLP

By: _____

Name: Michael Chen

Title: Managing Partner

Date: March 15, 2023

EXHIBIT A

STATEMENT OF WORK #1

This Statement of Work #1 ("SOW") is entered into as of March 15, 2023, by and between Tech Innovations Corporation ("Company") and Global Consulting Partners LLP ("Service Provider") pursuant to the Master Services Agreement between the parties dated March 15, 2023 (the "Agreement"). Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement.

1. Services. Service Provider shall provide the following Services to Company:

- (a) Strategic business assessment and recommendations
- (b) Market analysis and competitive positioning
- (c) Product roadmap development
- (d) Organizational structure optimization
- (e) Implementation planning and support

2. Deliverables. Service Provider shall provide the following deliverables to Company:

- (a) Initial assessment report - Due by May 1, 2023
- (b) Market analysis report - Due by June 15, 2023
- (c) Product roadmap document - Due by July 31, 2023
- (d) Organizational structure recommendations - Due by August 30, 2023
- (e) Implementation plan - Due by September 30, 2023

3. Timeline. Service Provider shall commence the Services on April 1, 2023, and shall complete all deliverables by September 30, 2023.

4. Fees and Payment. Company shall pay Service Provider for the Services as follows:

- (a) \$175.00 per hour, not to exceed 40 hours per week without Company's prior written approval
- (b) Estimated total hours: 960 hours
- (c) Estimated total fees: \$168,000.00
- (d) Service Provider shall invoice Company monthly for Services performed during the preceding month

5. Service Provider Personnel. The following Service Provider personnel shall perform the Services:

- (a) Michael Chen, Managing Partner (Project Lead)
- (b) Jennifer Wong, Senior Consultant

(c) David Rodriguez, Technology Specialist

(d) Rachel Kim, Research Analyst

6. Company Responsibilities. Company shall:

(a) Provide Service Provider with access to necessary information, systems, and personnel

(b) Designate a primary point of contact for coordination with Service Provider

(c) Review and provide feedback on deliverables within ten (10) business days

(d) Provide timely decisions and approvals as necessary for Service Provider to perform the Services

7. Acceptance Criteria. Each deliverable shall:

(a) Be provided in the format specified by Company

(b) Be complete and free from material errors

(c) Meet the requirements set forth in this SOW

(d) Be suitable for the intended purpose

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first written above.

COMPANY:

TECH INNOVATIONS CORPORATION

By: _____

Name: Sarah Johnson

Title: Chief Executive Officer

Date: March 15, 2023

SERVICE PROVIDER:

GLOBAL CONSULTING PARTNERS LLP

By: _____

Name: Michael Chen

Title: Managing Partner

Date: March 15, 2023

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT (this "Amendment") is made and entered into as of September 15, 2023 (the "Amendment Effective Date"), by and between TECH INNOVATIONS CORPORATION, a Delaware corporation ("Company"), and GLOBAL CONSULTING PARTNERS LLP, a New York limited liability partnership ("Service Provider").

RECITALS

WHEREAS, Company and Service Provider are parties to that certain Master Services Agreement dated March 15, 2023 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. AMENDMENTS

1.1 Section 2.1 of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Fees. As compensation for the Services, Company shall pay Service Provider the fees set forth in each Statement of Work. Unless otherwise specified in a Statement of Work, fees shall be based on a rate of \$200.00 per hour. The total contract value shall not exceed \$500,000 without prior written approval from Company."

1.2 Section 3.1 of the Agreement is hereby amended to read in its entirety as follows:

"3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term."

1.3 The following new Section 5.6 is hereby added to the Agreement:

"5.6 Data Protection. To the extent that Service Provider processes any personal data (as defined by applicable data protection laws) on behalf of Company, Service Provider shall (a) process such personal data only in accordance with Company's written instructions; (b) implement appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage; (c) not transfer such personal data outside the United States without Company's prior written consent; (d) ensure that its personnel who have access to such personal data are subject to appropriate confidentiality obligations; and (e) at Company's option, delete or return all such personal data upon the termination or expiration of this Agreement."

2. MISCELLANEOUS

2.1 Full Force and Effect. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

2.2 Entire Agreement. This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

2.3 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

COMPANY:

TECH INNOVATIONS CORPORATION

By: _____

Name: Sarah Johnson

Title: Chief Executive Officer

Date: September 15, 2023

SERVICE PROVIDER:

GLOBAL CONSULTING PARTNERS LLP

By: _____

Name: Michael Chen

Title: Managing Partner

Date: September 15, 2023