

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of January 15, 2023 (the "Effective Date"), by and between ABC TECHNOLOGIES, INC., a Delaware corporation with offices at 123 Tech Boulevard, San Francisco, CA 94105 ("Company"), and XYZ CONSULTING GROUP LLC, a Nevada limited liability company with offices at 456 Advisor Street, Suite 789, Las Vegas, NV 89101 ("Consultant").

RECITALS

WHEREAS, Company desires to engage Consultant to perform certain consulting services; and

WHEREAS, Consultant desires to perform such services for Company on the terms and conditions set forth herein;

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

1. SERVICES

1.1 Services. Consultant shall provide to Company the consulting services (the "Services") described in Exhibit A attached hereto. Consultant shall perform the Services in a professional manner consistent with industry standards.

1.2 Schedule. Consultant shall commence performance of the Services on February 1, 2023, and shall complete the Services on or before July 31, 2023, unless this Agreement is earlier terminated as provided herein.

1.3 Reporting. Consultant shall report directly to the Chief Technology Officer of Company or such other person as Company may designate in writing.

2. COMPENSATION

2.1 Fees. As compensation for the Services, Company shall pay Consultant fees in the amount of \$15,000 per month, for a total contract value not to exceed \$90,000 for the entire term.

2.2 Expenses. Company shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services, provided that (a) all such expenses have been approved in advance by Company, and (b) Consultant provides Company with appropriate documentation of such expenses.

2.3 Payment Terms. Consultant shall invoice Company on a monthly basis for fees and expenses. Company shall pay each invoice within thirty (30) days after receipt.

2.4 Taxes. Consultant shall be responsible for all taxes and similar payments arising from the compensation paid to Consultant hereunder, including federal and state income taxes, self-employment taxes, and any other taxes, fees, or payments for which Consultant 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 until July 31, 2023, unless earlier terminated as provided herein.

3.2 Termination for Convenience. Company may terminate this Agreement at any time for convenience upon fifteen (15) days' written notice to Consultant.

3.3 Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. For purposes of this Agreement, "cause" shall mean a material breach of this Agreement that remains uncured for a period of ten (10) days following written notice thereof.

3.4 Effect of Termination. Upon termination of this Agreement, Consultant shall promptly deliver to Company all materials, documents, and work product relating to the Services. In the event of termination, Consultant shall be entitled to payment for Services performed and approved expenses incurred through the date of termination.

4. RELATIONSHIP OF PARTIES

4.1 Independent Contractor. Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Company. Consultant shall have no authority to bind or commit Company in any manner whatsoever.

4.2 No Benefits. Consultant acknowledges and agrees that Consultant shall not be eligible for any Company employee benefits and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant hereby expressly declines to participate in such Company employee benefits.

5. CONFIDENTIALITY

5.1 Confidential Information. Consultant shall maintain in strict confidence all confidential information of Company to which Consultant may have access during the performance of the Services. Consultant shall not use or disclose such confidential information except as necessary to perform the Services.

5.2 Survival. The obligations of confidentiality under this Section 5 shall survive the termination or expiration of this Agreement for a period of five (5) years.

6. INTELLECTUAL PROPERTY

6.1 Ownership. All deliverables, work product, and other materials created or developed by Consultant in connection with the Services (collectively, the "Work Product") shall be the sole and exclusive property of Company. Consultant hereby assigns to Company all right, title, and interest in and to the Work Product, including all intellectual property rights therein.

6.2 Pre-Existing Materials. Notwithstanding the foregoing, Consultant shall retain ownership of any pre-existing materials that Consultant may incorporate into the Work Product, provided that Consultant hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, and distribute such pre-existing materials as incorporated into the Work Product.

7. REPRESENTATIONS AND WARRANTIES

7.1 Consultant Representations. Consultant represents and warrants that (a) Consultant has the right, power, and authority to enter into this Agreement and to perform the Services; (b) the Services will be performed in a professional manner consistent with industry standards; and (c) the Work Product will not infringe upon or violate the intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR WORK PRODUCT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1 Limitation. 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 Cap. COMPANY'S TOTAL CUMULATIVE LIABILITY TO CONSULTANT 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 CONSULTANT UNDER THIS AGREEMENT.

9. INDEMNIFICATION

9.1 Indemnification by Consultant. Consultant 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) Consultant's breach of any representation, warranty, or covenant set forth in this Agreement; (b) Consultant's negligence or willful misconduct; or (c) any claim that the Work Product infringes upon or violates the intellectual property rights of any third party.

10. GENERAL PROVISIONS

10.1 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.

10.2 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.

10.3 Assignment. Consultant may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Company. Company may freely assign this Agreement and its rights and obligations hereunder.

10.4 Entire Agreement. This Agreement, including Exhibit A attached hereto, 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.

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

10.6 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, by courier, by certified mail (return receipt requested), or by email with confirmation of receipt.

10.7 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.

10.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

10.10 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:

ABC TECHNOLOGIES, INC.

By: _____

Name: John Smith

Title: Chief Executive Officer

Date: January 15, 2023

CONSULTANT:

XYZ CONSULTING GROUP LLC

By: _____

Name: Jane Doe

Title: Managing Partner

Date: January 15, 2023

EXHIBIT A

SERVICES

Consultant shall provide the following services to Company:

1. Strategic technology assessment and recommendations
2. Market research and competitive analysis
3. Product development roadmap planning
4. Technology stack evaluation and modernization
5. Technical due diligence for potential acquisitions
6. Executive team coaching on technology strategy

Deliverables:

1. Initial assessment report - Due by March 1, 2023
2. Competitive analysis report - Due by April 15, 2023
3. Technology roadmap document - Due by June 1, 2023
4. Final recommendations report - Due by July 15, 2023

Additional services may be added by mutual agreement of the parties in writing, subject to appropriate adjustments to the compensation set forth in Section 2.1 of the Agreement.