

Master Services Agreement

This Agreement (the “Agreement”) is between OrcFax Ltd (the “Client”) and Blink Labs Software (the “Company”). This Agreement is dated September 17th, 2024.

1. DELIVERABLES AND PAYMENT

1.1. Deliverables. The Client is hiring the Company to do the following:

- Audit for off-chain systems of the Client, including (But not limited to):
 - Initial documentation for the Client to self-assessment of Client policies, procedures, infrastructure systems, and security implementation
 - Evaluation of completed self-assessment report
 - Corroborating evidence gathering from the Client
 - Remediation recommendations to the Client
 - Final report of the overall assessment and remediation performed

1.2. Term. The Company will begin work on Oct 1, 2024 and will continue to work on a monthly basis through December 31, 2024 or until either the Company or the Client wishes to terminate the contract pursuant to Section 1.2.1 below.

1.2.1. Contract Termination. Either party may terminate the contract at any time and for any reason by giving the other party thirty (30) days’ written notice. If the Client determines it necessary, the Company will immediately cease all work and access to the Client’s property, virtual or otherwise.

1.2.2. Hours of Business. The Company does not guarantee to be available during any specific time-frame or set of working hours on a daily basis. The Company will provide a best effort to conform to a schedule that best suits the Client’s needs, including regularly scheduled weekly meetings.

1.3. Payment. The Client will pay the Company a monthly fee of **\$5000.00**, payable in ADA, for the term of this contract with invoices sent out on the last day of any month wherein work was performed. The total sum for this contract is **\$15000.00** in ADA.

1.3.1. Payment Terms. The Client will pay the Company 100% within 30 days of an invoice.

1.4. Expenses. Any ordinary and necessary expenses incurred by the Company or its staff in the performance of this Agreement will be the Company's sole responsibility unless otherwise negotiated with prior written approval from the Client.

2. OWNERSHIP AND AUTHORSHIP

- 2.1. Ownership of Work Product and Intellectual Property.** The Client owns all Deliverables (including intellectual property rights).
- 2.2. Authorship.** The Client agrees the Company may, with the Client's prior written approval (which shall not be unreasonably withheld), showcase the Deliverables in the Company's portfolio and in websites, printed literature, and other media for the purpose of recognition. All Client identifiable information, logos, and use of any Client owned material must be pre-approved by the Client.

3. CONFIDENTIALITY AND NON-DISCLOSURE

Each party promises to the other party that it will not share non-public confidential information of the disclosing party with a third party, unless the disclosing party gives written permission first. Each party must continue to follow these obligations, even after the Agreement ends. For purposes of this Agreement, all Deliverables shall be deemed the Client's confidential information. A separate Non-disclosure agreement will be signed by both parties and will be binding for this agreement.

4. NON-SOLICITATION

For the duration of the agreement, and for one year after, the Company won't solicit Client employees in for work, disparage The Client, or otherwise intentionally impact the working relationship between the Client and its employees.

5. REPRESENTATIONS

Each party promises to the other party that it has the authority to enter into and perform all of its obligations under this Agreement.

6. TERM AND TERMINATION

Either party may end this Agreement at any time and for any reason, by providing 30 days written notice. The Client will pay the Company for all work that has been completed when the Agreement ends, and will reimburse the Company for any pre-approved expenses that have not been reimbursed prior to the date the Agreement ends.

7. LIMITATION OF LIABILITY

The Deliverables are sold "as is" and the Company's maximum liability is the total sum paid by the Client to the Company under this Agreement.

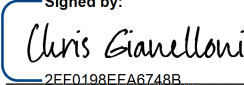
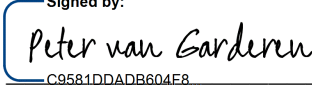
8. INDEMNITY

The Client agrees to indemnify, defend, and hold harmless the Company from any and all damages, liabilities, costs, losses, or expenses ("Losses") arising out of any claim, demand, or action by a third party as a result of the work the Company has done under this Agreement.

9. GENERAL

- 9.1. **Governing Law and Dispute Resolution.** The laws of Wyoming, USA govern the rights and obligations of the Client and the Company under this Contract, without regard to conflict of law provisions of that state.
- 9.2. **Notices.** All notices to either party shall be in writing and delivered by email or registered mail. Notices must be delivered to the party's address(es) listed at the end of this Contract.
- 9.3. **Severability.** If any portion of this Agreement is changed or disregarded because it is unenforceable, the rest of the Agreement is still enforceable.
- 9.4. **Entire Contract.** This Agreement supersedes all other Agreements (both written and oral) between the parties.

The undersigned agree to and accept the terms of this Agreement as of the date(s) below.

COMPANY	CLIENT
<div><div>Signature:</div><div><div>Signed by:</div><div><div></div><div>10/4/2024</div></div><div><div>2FF0198EFA6748B</div></div></div></div>	<div><div>Signature:</div><div><div>Signed by:</div><div><div></div><div>10/4/2024</div></div><div><div>C9581DDADB604F8</div></div></div></div>
<div><div>Full Name:</div><div>Christopher Gianelloni</div></div>	<div><div>Full Name:</div><div>Peter Van Garderen</div></div>
<div><div>Title:</div><div>CEO and Founder</div></div>	<div><div>Title:</div><div>CEO and Founder</div></div>
<div><div>Company:</div><div>Blink Labs Software</div></div>	<div><div>Company:</div><div>OrcFax Ltd</div></div>
<div><div>Address:</div><div>30 N Gould St # 10156</div></div>	<div><div>Address:</div><div>Intershore Chambers PO Box 4342</div></div>
<div><div>Sheridan, WY 82801</div></div>	<div><div>Roadtown, Tortola VG1 11Z British Virgin Islands</div></div>