

Service Agreement

This Service Agreement ("Agreement") is entered into on this **20th day of March 2025**, by and between **BlueWave Technologies Inc.**, a corporation organized and existing under the laws of the **State of Delaware** with its principal office at **455 Park Avenue, New York, NY 10022** ("Service Provider"), and **Sunrise Retail Group Ltd.**, a company incorporated under the laws of **Texas**, with its registered office at **789 Westlake Road, Austin, TX 73301** ("Client").

1. Scope of Services

The Service Provider agrees to provide software development, technical support, and maintenance services to the Client in accordance with the terms and conditions set forth in this Agreement. The Client shall provide all necessary access and documentation required for the Service Provider to perform its services effectively.

2. Payment Terms

The Client agrees to pay the Service Provider a total sum of **\$150,000** (One Hundred Fifty Thousand US Dollars) for the services rendered. Payment shall be made in three installments:

- 50% upon execution of this Agreement
- 30% upon completion of the initial project phase
- 20% upon final project acceptance

Late payments shall incur interest at the rate of **2% per month**. All payments shall be made in **USD** via electronic bank transfer to the account designated by the Service Provider.

3. Confidentiality

Both parties acknowledge that during the course of this Agreement, they may have access to proprietary and confidential information, including but not limited to technical data, business plans, trade secrets, financial data, and customer information. The parties agree to maintain strict confidentiality and not disclose such information to any third party without prior written consent.

4. Intellectual Property

All software, documentation, and related materials developed by the Service Provider under this Agreement shall remain the property of the Client. However, the Service Provider retains the right to use its pre-existing proprietary tools and methodologies.

5. Term and Termination

This Agreement shall be effective as of **March 20, 2025**, and shall continue for a period of **12 months** unless earlier terminated by either party with **30 days' written notice**. In the event of termination, the Client shall pay the Service Provider for all services performed up to the termination date.

6. Indemnity and Liability

The Service Provider shall indemnify and hold harmless the Client from any claims, losses, or damages arising from negligence, willful misconduct, or breach of this Agreement. However, the Service Provider's liability shall be limited to the total fees paid under this Agreement.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the **State of New York**. Any disputes arising out of this Agreement shall be submitted to binding arbitration in **New York City** in accordance with the rules of the **American Arbitration Association**.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings. Any amendments shall be made in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement as of the date first written above.

BlueWave Technologies Inc.

By: _____

Michael Roberts, CEO

Sunrise Retail Group Ltd.

By: _____

Sarah Johnson, Managing Director