S E R V I C E   A G R E E M E N T

This Agreement, entered into this 22nd day of July 2022 between iTech US, Inc., located in 20 Kimball Ave, Suite 303N, South Burlington, VT 05403, (hereinafter referred to as "iTech") and Mouri Tech LLC with principal place of business located at : 1183 W John Carpenter Fwy. Irving TX 75039 (hereinafter referred to as 'Vendor').

Vendor and iTech have read this Agreement including all attachments hereto, and agree to be bound by all its terms and further agree that it constitutes the complete exclusive statement of the agreement between them which supersedes all prior agreements, representations, negotiations and undertakings, if any, in connection with the subject matter covered by this Agreement.

In consideration of these mutual promises the Vendor and iTech agree as follows:

I. Services - Vendor agrees to provide, and iTech agrees to accept, professional consulting and other services (either for direct use of iTech or iTech's clients) pertaining to computer-related systems and applications that are authorized and initiated by iTech from time-to-time by issuing Work Orders (see Attachment(s) A).

II. Payment for services rendered by Vendor - iTech agrees to pay Vendor in accordance with following:

A. Rates: See Attachment(s) – "A"

   1. iTech agrees to pay Vendor the Hourly Contract Rate for each employee assigned by Vendor to provide service pursuant to any Work Order issued by iTech.

B. Work Orders. See Attachment(s) " A".
   1. Work Orders shall be initiated by iTech. Vendor and iTech will each provide information necessary to complete the Work Order and upon Vendor's acceptance, Vendor shall execute the Work Order form and provide iTech with a file copy.
   2. Each Work Order executed under this Agreement shall be of the time and materials type.
   3. Timesheets for Vendor personnel shall be signed by iTech or iTech's Client to indicate iTech's acceptance of the work performed during the timesheet period.

C. Project Related Expenses. Where travel for Vendor personnel is approved by iTech's client, all necessary and reasonable travel expenses by Vendor personnel directly relating to any iTech client project will be billed to iTech.

D. Invoices and Payments. For all services, fees, expense amounts and reimbursements described in this Agreement, Vendor shall prepare and submit invoices to iTech on monthly basis. Said invoices shall be accompanied by such supporting documents as iTech reasonably may require. Vendor shall submit to iTech, via fax or email, a copy of a timesheet for each consultant signed by an authorized representative of Client at the end of the work week. Payment to Vendor per its invoice shall be made forty five (45) days after the receipt of undisputed invoice along with client approved time sheets, unless otherwise specified in the work order. Said payments shall be subject to adjustment for amounts found to have been improperly invoiced. All final Vendor invoices will be paid after the Client has paid iTech and a final account reconciliation has been conducted on Vendor's account. ok, just for reference

   a)   iTech is entitled to withhold any amount disputed in good faith by iTech, until the dispute is resolved and the failure to pay any such disputed amount shall not be a breach by iTech of its obligations under this Agreement.

b) Vendor shall repay to iTech any amounts that iTech may have paid to Vendor for which Client has not yet paid iTech or which iTech is required to refund to Client or its representative as preferential payments under the bankruptcy laws or for any other reasons.

c) In the event a iTech Client serviced by Vendor fails to pay iTech for Vendor's services due to Vendor's (i) breach of this Agreement, or (ii) fraud, then Vendor agrees that iTech shall have no obligation to pay Vendor for its services rendered to such iTech Client.

d) Any deduction, discount, rebate, offset, or other similar reduction imposed by Client with respect to Services provided by Vendor's consultant shall be passed on to Vendor.

III. Insurance, Liability and Undertakings:

A. Vendor agrees to carry and to provide certificates of the following insurance coverage during the term of this Agreement: i) commercial general liability insurance $1,000,000 each occurrence and for bodily injury and property damage with an aggregate limit of liability of $2,000,000; ii) Automobile insurance with a combined single limit of liability of $1,000,000, iii) Umbrella Liability $10,000,000 each claim iv) workers' compensation as per the statute and employers liability insurance $ 1,000,000, v) Crime Employment practice $ 5,000,000 vi) Commercial Crime Insurance $5,000,000 vii) Professional Liability insurance not less than $ 10,000,000 each claim. viii) Cyber & Privacy Insurance $5,000,000 ix) Crime & 3rd Party Insurance $5,000,000 x) Fiduciary Insurance $1,000,000. Except for workers' compensation insurance, the policies required herein shall include provisions or endorsements naming iTech US, Inc, its officers, directors, agents, and employees as additional insured. Contractor agrees to furnish certificates, including renewal certificates, evidencing such coverage upon execution of this Agreement and thereafter each time upon renewal of the Agreement.

B. Vendor services hereunder shall be on a best efforts basis under iTech's or iTech client's supervision. iTech will not be liable for any direct, indirect, special, or consequential damages (including loss of profits) arising out of the performance of services by Vendor under this Agreement or the use of any software products developed by Vendor during the course of its performance under this Agreement.

C. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has occurred except that an action for non-payment for services as provided herein may be brought within one year after the date of last payment.

D. Indemnification: Vendor shall indemnify and hold iTech and its officers harmless against:
i) any or all claims arising from contract between iTech and third parties made to effectuate the purpose of this agreement, and
ii) any or all claims, liabilities or damages arising from the preparation or presentation of any work covered by this agreement including but not limited to libel or violation of any government regulation (including) but not limited to Immigration and Tax Withholding Laws).

E. Vendor will provide a two (2) weeks performance guarantee for each of its consultants. During these two (2) weeks period iTech or Client can terminate the consultant's services, due to unsatisfactory performance or negative background and/or drug testing results. In the event of termination during the performance guarantee period, Vendor is not entitled for any payment such consultant's services.

F. Notwithstanding any other provisions of this Agreement, once Vendor's employee is offered a position, and Vendor confirms, it is Vendor's responsibility to ensure that the Employee shows up and reports to the concerned Project Manager on the date and time as specified in the Attachment "A". In the event that Vendor's employee does not show up at the appropriate work site on the specified date and time, or if Vendor's employee leaves the project within the first two weeks after the start date, Vendor agrees to pay the revenue loss of two weeks (80 Hrs or 10 days) calculated at the rate specified in the attachment "A".

G. Drug Test; Background Checks. Upon Client's request, iTech will arrange for drug tests and/or background checks for the employees or personnel of Vendor to be assigned to Client. The actual cost of all drug tests and/ or background checks so requested by Client shall be paid by Vendor. iTech will either provide an actual third-party invoice to Vendor for direct payment of the cost of such amount(s) or said amount(s) shall be deducted from Vendor invoices when iTech is charged / invoiced for them.

Initials:_____   Initials:_____

H. Vendor assures that assigned consultant is paid his salary / wages on regular basis at least once in a month. Upon request vendor agrees to provide required paystubs. If vendor consultant are not paid on regular basis than iTech reserves the right to hire the consultant. In order to avoid consultant non -performance and non-availability at client place.

I. Vendor and consultant assures to join the project only upon creation of BAID by TCS; otherwise, it will be treated as breach of contract.

J. I9 Compliance – Vendor is required to maintain a record of candidate's I9 Form duly signed by concerned persons along with a minimum of 2 supporting evidences of identity and eligibility to work in United States and provide a copy to Company upon request. Company is not liable for any consequential damages arising out of, incident to, or in connection with violation of USCIS laws by Vendor or Vendor's consultants.

K. E-Verify Compliance : Vendor will conduct an Everify employment eligibility investigation on the consultant who will work at the Project Client through the Company. Vendor will submit proof of Everify completion upon request prior to consultant joining the project. If Vendor fails to provide such proof within the designated timeframe, or if the Everify report does not have an "Employment Authorized" outcome for each agent and/or employee, the Company may terminate this agreement.

IV. Confidentiality

A. Materials furnished by iTech relating to the use and service of software and hardware, including, but not limited to) studies, plans, reports, surveys, analyses and/or projections art the property of iTech and shall be treated as "confidential" by Vendor (except such information and materials as may already be public knowledge or established to be in the public domain).

B. Software or documentation developed by iTech prior to this Agreement, or developed by iTech outside of this Agreement and used by Vendor to fulfill its obligation under this agreement will remain the exclusive property of iTech. Vendor and its employees will treat as "confidential" all software or documentation referred to in this paragraph (except such information as may be established to be in the public domain) and shall not disclose to third parties any of such iTech products without iTech's prior written approval.

C. Software and documentation developed for iTech by Vendor personnel while performing services for iTech on an hourly rate basis, pursuant this Agreement, shall be the exclusive property of the iTech, provided that such software is not derived from software previously developed by Vendor.

D. Upon termination or expiration of this Agreement vendor or its consultant must ensure that, all software, documentation or materials belonging to iTech or client shall be returned to the respective owner thereof and no copies shall be retained by the non owning party.

E . In the event an assigned consultant(s) leaves their employment with Vendor for any reason that can potentially jeopardize the iTech's Client project/assignment, iTech can contract that consultant and their new Employer and will not be held liable for any damages, non-competes, and will have the full right to continue a working relationship with that consultant to support the current agreement that was originally assigned.

V. Employee Rotation - Vendor agrees not to replace any Vendor employee at any one installation of iTech during the performance of Work Order without first obtaining iTech's consent.

VI. Termination of Agreement

A. This Agreement may be terminated by either party by written notice in the event the other party fails to perform its obligations as stated in this Agreement. No notice of termination shall be given unless the party in default has been given prior written notice of its default and has failed to cure said default within thirty (30) days of notice, except in the case of an overdue invoice. Upon notification, iTech shall pay such overdue invoice within five (5) days, or Vendor shall have the right to terminate this Agreement forthwith and to recover for all services and products performed and delivered prior to the date of termination.

B. All Work Orders executed prior to the effective date of termination of this Agreement shall be completed as if this Agreement were still in force and effect, unless terminated in accordance with Article VII of this Agreement, "Termination of Work Orders".

VII. Termination of Work Orders

A. Vendor may not voluntarily terminate its services under this Agreement. Vendor's services under this Agreement will terminate on (1) the "end date" reflected on Attachment A; (2) any new end date established by a renewal or extension of the term; (3) completion of the project; (4) by client at any time for any or no reason or (5) by Vendor in the event of a material breach by iTech US, Inc. where Vendor has met all of the requirements for termination for material breach. In order to terminate for a material breach, Vendor must provide iTech US, Inc. with detailed written notice of a material breach, a 30 day opportunity to cure, and iTech US, Inc. must have not cured the material breach within the 30 day period. After all these requirements are met, Vendor must then provide iTech US, Inc with 5 days written notice that it is terminating its services. Vendor must provide a written thirty (30) days' notice letter to iTech in any instance where they will terminate employment prior to the project end date as directed by the client.

B. Vendor shall, on or before this date of termination, turn over to iTech all reports, data flow diagrams, materials, and all work in process generated during Vendor's performance under the terminated Work Order and iTech shall be obligated pay for time, materials and project related expenses upon receipt of payment from client for any invoice relating to the Work Order.

VIII. Independent Contractors. In making and performing this Agreement, neither party shall make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent or employee of the other party.

IX. Inspection. All work under a Work Order shall be subject to inspection by iTech or its client at any reasonable time and place. Any inspection by iTech or it's client shall be performed so as not to unduly delay the Work.

X. Notices. To be effective, any notices provided for in this Agreement shall be given in writing and shall be transmitted by prepaid first class registered or certified mail addressed as follows:

iTech US, Inc.
20 Kimball Ave., Suite: 303 North South Burlington VT 05403

Mouri Tech LLC
1183 W John Carpenter Fwy. Irving TX 75039
Federal ID # 20 2497305

XI. Forced Work Stoppage. Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.

XII. Assignment Neither party to this Agreement shall assign its rights, duties or obligations under this Agreement or any Work Order without prior written consent of the other party.

XIII. Indemnity. Vendor will defend, hold harmless and indemnify iTech it's affiliates and their respective personnel and Customer (each an "Indemnitee") from and against any and all losses, claims, liabilities, costs and expenses (including taxes, penalties, interest, reasonable expenses of investigation and reasonable attorneys' fees and disbursements) (collectively "Damages") resulting from the breach of the provisions of this Agreement by the Vendor. Without limiting the generality of vendor indemnification obligations, Vendor shall defend, indemnify and hold each Indemnitee harmless for Damages arising from or relating to,

    (a)   a claim by a third party that the Services furnished by Vendor to Client infringes or violates patent, trademark, copyright, trade secret or similar intellectual property rights of a third party;

Initials:_____   Initials:_____

(b) any obligation for which Vendor is responsible as employer or Vendor of its personnel including claim by any Vendor Personnel for salary or benefits;

(c) any negligence or willful misconduct of Vendor or Vendor Personnel resulting in personal injury, death or damage to property.

In the event Vendor is required to defend, indemnify or hold iTech harmless under this Agreement, iTech shall: (a) promptly notify Vendor in writing of any claim hereunder, and (b) give Vendor reasonable information and assistance to defend such claim at Vendor's cost and expenses.

XIV. General

A. Both parties agree that, except as may be required by applicable law or regulation, they shall not use in advertising, publicity or otherwise, any information concerning this Agreement or disclose the terms and conditions of this Agreement without the prior written consent of the other party.

B. This Agreement shall be construed in accordance with in the jurisdiction and the laws of the State of Vermont. Any disputes and claims shall be litigated in Chittenden County in the state of Vermont.

C. Each paragraph and provision is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

D. This Agreement is subject to its terms and conditions and any exhibits, which may be appended. iTech's Work Order form is incorporated in this Agreement by reference with the same effect as if it had been reproduced herein in its entirety. iTech has executed certain agreements with Clients, which may include an original contract and a certain number of amendments to the original contract (collectively referred to hereafter as "Client Agreement"), Whenever applicable, the specific Client Agreements will be made part of this Agreement as an addendum. iTech agrees to provide Vendor written notification of any amendments to the Client Agreement. The Client Agreement defines the primary business relationship among iTech and Clients Therefore, this Agreement between iTech and Vendor shall be construed so as to preserve and maintain that relationship

E. It is expressly agreed that this Agreement embodies the entire understanding of the parties in relation to its subject matter, and that no other agreement or understanding, verbal or otherwise, relative to its subject matter exists between the parties at the time of execution of this Agreement.

F. During the term of this Agreement, both parties agree that they shall not solicit / hire, either directly or indirectly the other Party's personnel to design, develop, code, maintain, support, enhance, or otherwise create or modify any computer hardware or software products without the prior written consent of the other party for a period of twelve (12) months after the termination of this Agreement.

G. Upon completion or termination of assignment, Vendor will ensure that its assigned consultant shall return all equipment / materials / badges etc provided to its consultant by iTech or its client. Upon failure to return or any damaged caused prior to return will entitle iTech to recoup equal amount from Vendor.

H. Vendor agrees that they will not solicit or conduct any business, either directly or indirectly or thorough an agent, with any of iTech's clients or Client's vendor to whom where iTech has introduced Vendor's personnel for a period of twelve (12) months from the date of introduction, or the date of the termination of the Vendor's Consultants last project with that Client, whichever is the later. The Vendor shall obtain in writing from its employees assigned to the project under this agreement, restrictive covenants clearly stating and protecting iTech's interests under this agreement, and prohibiting the Vendor's employees from taking up employment or other contractual assignments, whether directly or otherwise, with iTech's client(s) during the term of the project and during the extended term of the project and for a period of twelve months thereafter. Also, the Vendor shall obtain in writing from its employee restricting them not to discuss rates, salary and any other monetary terms with the client management without written approval from iTech. A copy of the same shall be handed over to iTech for its records and verification. Notwithstanding the foregoing, if vendor is having an existing business relationship with the Client the above restrictions shall apply to the position introduced by iTech. Vendor agrees to provide adequate proof upon request.

J. Vendor shall be responsible for recruiting, interviewing, selecting, screening and hiring its employees who perform services under this agreement. Vendor acknowledges that its employees are all W-2 employees of Vendor for Federal tax purposes and shall be treated accordingly and not as employees of iTech or Client. Vendor acknowledges that all employee's placed in pursuant to this agreement are W-2 employees of Vendor and Vendor is responsible for providing any salary and any other benefits to its employees and all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to, or on behalf of, Personnel providing services hereunder and shall at all times comply with all applicable immigration and Labor regulations . In the event of iTech or client audit, Vendor agrees to provide proof of wage for the consultant Such proof will include Pay stubs, W-2 and payroll records. Vendor acknowledges that any employees who performs services under this agreement who is not a W-2 employee of vendor is a violation and would be a material breach of this agreement subject to termination of this agreement at the sole discretion of iTech. If this clause is breached iTech reserves the right, at its discretion, to hire the consultant directly on its payroll or deal directly with the consultant's employer and engage the consultant's services directly from his/her employer without any involvement of the Vendor.

K. Vendor affirms and acknowledges that all resumes forwarded by Vendor to iTech are genuine and factually correct, and such resumes truly represent the candidate's actual education and work experience. Further, Vendor affirms and acknowledges that all documents forwarded to iTech in connection with any candidate (including, by way of example, H-1B copies, driver licenses, passports, etc.) are 100% genuine and factually correct. Vendor affirms and acknowledges that if their employee is on a non-immigrant visa, they will maintain the non-immigrant status by properly paying the candidate timely and be compliant with all federal regulations. If they do not comply with such federal regulations, iTech shall have the unilateral right to hire them directly or indirectly

L. Both parties recognize and agree that a breach by either party of any covenant contained 'in this agreement would cause immeasurable and irreparable harm to the other. In the event of a breach of any covenant contained herein, the non-breaching party shall be entitled to temporary and permanent injunctive relief, restraining the breaching-party from violating any covenant contained herein, as well as all costs and fees incurred, including attorneys' fees, as a result of the breaching-party's breach. iTech and Vendor agree that the relief described is in addition to such other and further relief as may be available at equity or at law. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies to it for such breach, including recovery of damages.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their authorized agents as of the date first above written.

iTech US Inc   **Mouri Tech LLC**

By: _____   By: _____

Name: Name:

Title: Title:

Date: Date: