MVP ENGINEER, INC.
TERMS OF SERVICE

THIS TERMS OF SERVICE AGREEMENT ("Agreement") is entered into by engaging the services of MVP Engineer, Inc., with its principal place of business at 110 E 25th St, New York, NY 10010 ("Company") and the client ("Client").

Company is a software consulting firm. Client desires to engage Company to provide information, software development, and consulting services to Client in its area of knowledge and expertise on the terms and subject to the conditions set forth herein.

In consideration of the foregoing and of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. Services: The Company provides software consulting services including, but not limited to, CTO responsibilities, advising on business strategy, overseeing code completion, writing code, deploying, choosing libraries and frameworks, and interfacing with stakeholders.

2. Independent Contractor Status: The Company operates as an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the client. The Company is responsible for reporting and paying all taxes and fees associated with its services.

3. Compensation: The client agrees to pay the Company in advance the agreed upon milestone amount or retainer amount. The Company will not be reimbursed for expenses unless agreed upon in advance.

4. Rights to Work Product: All work product, reports, and other data or materials generated by the Company in the course of providing services will be the property of the client.

5. Confidentiality.

5.1 Confidential Information. Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party.

5.2 Non-Disclosure of Confidential Information. Company agrees not to use Client's Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the limited purpose of utilizing the Confidential Information for use in relation to the services provided by Company as set forth in Exhibit A attached hereto. Company agrees to use its best efforts to prevent and protect Confidential Information, or any part thereof,

from disclosure to any person other than Client's employees, officers, directors, agents, and representatives having a need for disclosure in connection with Client's authorized use of Confidential Information. Company agrees to take all steps reasonably necessary to protect the secrecy of Confidential Information, and to prevent Confidential Information from falling into the public domain or into the possession of unauthorized persons.

The obligations of this Section 5 shall survive the termination of this Agreement and continue until Confidential Information disclosed to Company is no longer confidential. Irreparable harm should be presumed if Company breaches any covenant in this Agreement for any reason. This Agreement is intended to protect Client's proprietary rights pertaining to its business, and any misuse of such rights would cause substantial harm to Client's business. Therefore, Company agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon a request by Client.

6. As-Is, No Warranty or Refunds: The products and services delivered by Company are provided "as is" with no warranty. The minimum viable products (MVPs) are designed to be a work in progress, subject to constant iteration and improvement. As such, bugs and other issues are to be expected. No refunds will be provided for services rendered or products delivered.

7. Limitation of Liability. Company shall have no liability with respect to Company's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if Company has been advised of the possibility of such damages. In any event, the liability of Company to Client for any reason and upon any cause of action, regardless of the form in which the legal or equitable action may be brought, including, without limitation, any action in tort or contract, shall not exceed ten percent (10%) of the compensation paid by Client to Company for the specific service provided that is in question.

8. Miscellaneous.

8.1 Rights Cumulative; Waivers. The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

8.2 Benefit; Successors Bound. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their heirs, executors, administrators, representatives, successors, and permitted assigns.

8.3 Assignment. Neither this Agreement nor any other benefit to accrue hereunder shall be assigned or transferred by either party, either in whole or in part, without the written consent of the other party. Any purported assignment in violation hereof shall be considered void.

8.4 Amendment. This Agreement may be amended only by an instrument in writing executed by

all the parties hereto.

8.5 Severability. Each part of this Agreement is intended to be severable. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement shall continue in full force and effect.

8.6 Section Headings. The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.7 Governing Law. This Agreement shall be construed in accordance with the domestic laws of the state of New York, excluding its principles of conflicts of laws. Each of the parties consents to the exclusive jurisdiction of the courts of the state of New York in connection with any dispute arising under this Agreement and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens, to the bringing of any such proceeding in such jurisdictions.

8.8 Consents. The person signing this Agreement on behalf of each party hereby represents and warrants that he has the necessary power, consent, and authority to execute and deliver this Agreement on behalf of such party.

8.9 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.

By using the Company's services, the client agrees to be bound by these Terms of Service.