

Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of September 13, 2024 (the "Effective Date") by and between SPRINTFWD, LLC ("SFWD LLC"), and Nate Berkopce, Speedshop KK ("Provider").

1. Engagement of Services. This Agreement provides the terms and conditions on which Provider will provide the services, functions and responsibilities described in the work orders to be performed by Provider for SFWD LLC ("Services"). Provider will perform the Services as described in the statement of work attached as Exhibit A (the "SOW"), the terms of which are incorporated into this Agreement. Provider shall be paid compensation and reimbursed expenses solely in accordance with the terms contained the SOW. All Services performed by Provider under the SOW shall be consistent in quality with Provider's qualifications, expertise and training.

2. Trade Secrets and Confidential Information.

a. Provider, during the term of this Agreement, will have access to and become familiar with various trade secrets and confidential information of SFWD LLC, its affiliates and its clients, including without limitation documents, computer-aided designs, prototypes, samples, operational information such as business strategy and information pertaining to SFWD LLC's past, ongoing, or proposed plans with respect to its products and services, as well as SFWD LLC's manufacturing, marketing, and all other operational plans, business plans, marketing plans, sales plans, marketing and sales strategies, data, and reports, business records, project records, market reports, customer information, and all other information which is owned by SFWD LLC, an affiliate or a customer or in which SFWD LLC, an affiliate or a customer has property or license rights (all of such items contained in any tangible or electronic form herein referred to as the "**Confidential Information**").

b. Notwithstanding the foregoing, Confidential Information shall not include (i) information which is or becomes generally available to the public other than as a result of disclosure by Provider, (ii) becomes available to Provider on a non-confidential basis from a source not bound by an obligation of confidentiality to SFWD LLC or (iii) was known to Provider prior to its disclosure to Provider.

c. Provider shall not disclose any of the Confidential Information, directly or indirectly, nor use the Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of Provider performance of Services to SFWD LLC or as required by law. All Confidential Information contained in any files, records, documents, drawings, specifications, equipment, and similar items relating to the business of SFWD LLC, its affiliates or its clients, whether prepared by Provider or otherwise coming into Provider's possession, shall remain the exclusive property of SFWD LLC, its affiliates or its clients, as applicable. Upon termination of this Agreement, all Confidential Information in Provider's custody or control shall be immediately returned to SFWD LLC, and Provider shall destroy all records, notes, compilations and other documentation (on all forms of media) that in any way refer to, relate to or contain Confidential Information.

3. Inventions During the Performance of Services.

a. During the performance of Services, Provider may make, conceive of or reduce to practice, either alone or with others, various inventions, discoveries, developments, designs, processes, programs, know-how and the like, whether or not patentable or registrable under copyright law (it being understood that all original works of authorship shall be "works made for hire" under applicable copyright law), all of which are hereinafter called "**Service-Related Inventions**."

b. During the term of this Agreement, Provider shall promptly disclose to SFWD LLC any and all Service-Related Inventions. Provider further agrees to and hereby assigns and transfers to SFWD LLC Provider's entire right, title and interest in and to all Service-Related Inventions. Provider shall, at SFWD LLC's request and expense, promptly execute a written assignment and such other documents and take such other acts as reasonably necessary for SFWD LLC to obtain, sustain and enforce SFWD LLC's title to any such Service-Related Invention. Provider shall preserve any such Service-Related Invention as part of the Confidential Information of SFWD LLC. The parties confirm that SFWD LLC grants no right, title, interest, or license implied or otherwise to Provider with respect to any Service-Related Inventions and all such Service-Related Inventions shall be the sole property of SFWD LLC.

c. If SFWD LLC is unable, after reasonable effort, to secure Provider's signature on any document needed to apply for or prosecute any patent, copyright, or other right or protection for a Service-Related Invention, Provider hereby irrevocably designates and appoints SFWD LLC and its duly authorized officers and agents as its agent and attorney-in-fact, to act on Provider's behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights and other rights and protections thereon with the same legal force and effect as if executed by Provider.

4. No Unauthorized Use of Third Party Technology or Information. Provider represents that Provider has not brought and will not bring to SFWD LLC or use in the performance of the Services any confidential information, device, material, document, trade secret or the like of any third party that is not generally available to the public.

5. Non-Solicitation Obligations. Each party agrees that, during the term of this Agreement and for a period ending one year after the date of termination, neither party will solicit to hire or engage any employee or contract consultant of the other party who provided Services under a SOW except with written permission of the party of the employee or contract consultant.

6. Non-Interference with Customers or Vendors. Provider agrees that it shall not attempt to interfere with SFWD LLC's relationship with any customers, vendors or prospective customers or vendors of SFWD LLC.

7. Provider Representations and Warranties

a. Provider represents and warrants (a) that there are no other agreements of any nature with any person or entity which would prevent Provider from entering into this Agreement, or which requires Provider to render services to another which are similar to those rendered to SFWD LLC, and (b) that the Provider has made no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with this Agreement.

b. Provider represents and warrants that it has the right and will have the right to grant all right, title, and interest in the Service-Related Inventions.

c. To the best of Provider's knowledge, the manufacture, sale and/or use of any of the products/services resulting from a SOW will not infringe any patents or intellectual property rights of Provider or any third parties; provided, however, if necessary for the commercialization of such products/services, Provider agrees to grant to SFWD LLC, does hereby grant to SFWD LLC, or agrees to secure for the benefit of SFWD LLC, a nonexclusive, royalty free, perpetual, worldwide license, with the right to sublicense, under such patents or intellectual property rights.

8. Additional Responsibilities of Provider. Provider agrees, covenants, and represents that because Provider and its employees and agents are independent contractors to SFWD LLC:

a. Provider shall be responsible for paying any federal, state, or local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes of assessments with respect to Provider's employees and agents.

b. Provider and its employees and agents shall not be eligible to participate in SFWD LLC's workers' compensation, unemployment, disability, medical, dental, life or any other insurance programs, or any other benefit or program that is sponsored, financed or provided by SFWD LLC for its employees.

c. Provider shall indemnify, hold harmless and defend SFWD LLC from, any and all costs, liabilities, damages, attorneys' fees, or expenses of any kind that arise out of, or are in any way related to (i) the breach by Provider of any representation, warranty or covenant contained in this Agreement; or (ii) the negligence or misconduct, or acts or omissions, of Provider while performing, or failing to perform Provider's duties under this Agreement; provided that, Provider shall not be obligated to indemnify, hold harmless or defend SFWD LLC under this Section 8(c) to the extent a claim arises from SFWD LLC's negligence, misconduct, acts or omissions.

d. Provider shall obtain and maintain the insurance required in the SOW, and Provider shall obtain and maintain all business licenses necessary for Provider to perform the Services hereunder.

9. Term and Termination.

a. This Agreement may be terminated (i) for convenience upon written notice by SFWD LLC, or (ii) upon written notice by one party to the other party in the event of a material breach by a party of any of the covenants contained herein. The non-breaching party shall notify the other party of an alleged material breach and the breaching party shall have ten (10) days to cure said breach. Upon any termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement shall not relieve either party of its obligations under Sections 2, 3, 5, 6 and 8 hereof, nor shall any such termination relieve either party from any liability arising from any breach of this Agreement, or a SOW, as the case may be.

b. Provider agrees that its employees that perform Services shall be qualified and capable of performing the tasks assigned to them. Should any of Provider's employees become unavailable at any time during the performance of Services, or should SFWD LLC reasonably request the replacement of any employee assigned by Provider, Provider shall promptly provide substitute personnel, reasonably acceptable to SFWD LLC, who possess similar experience and qualifications. Provider agrees to use only employees, independent contractors or consultants who have signed written agreements with Provider which contain provisions similar to the confidentiality provisions herein and which ensure Provider's compliance with the provisions regarding Service-Related Inventions herein.

c. If this Agreement is terminated for any reason, Provider shall immediately make available, for legal and physical transfer to SFWD LLC, all copies or embodiments of the Service Related Inventions regardless of the state of completion. Furthermore, upon termination, or at any time upon SFWD LLC's request, all Confidential Information, all Service Related Inventions and all reproductions, copies and embodiments related thereto, shall also be immediately returned by Provider to SFWD LLC. Moreover, Provider shall cease all work hereunder, and SFWD LLC will be obligated to pay only those pro rata costs actually incurred prior to the termination date. SFWD LLC shall have no further monetary obligations to Provider.

10. General Terms.

a. This Agreement constitutes the complete agreement between SFWD LLC and Provider with respect to the Services, superseding any previous oral or written agreement, arrangement or understanding between the parties. This Agreement may not be amended except by in writing signed by both parties. This Agreement shall be governed by the laws of the State of California. Provider acknowledges that there is no adequate remedy at law for its failure to comply with the terms of this Agreement. Accordingly, in the event Provider fails to comply with these terms, Provider acknowledges and agrees that SFWD LLC shall have the right, without prejudice to any other rights or remedies available to SFWD LLC, to remedy any breach of this Agreement through equitable relief by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

b. As SFWD LLC has specifically contracted for Provider's services, Provider shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of SFWD LLC. Subject to the foregoing, this Agreement shall inure to the benefit of the successors and assigns of SFWD LLC, and shall be binding upon Provider's successors and permitted assigns.

c. Any notices required or permitted hereunder may be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Notices shall be deemed effective upon receipt regardless of the method of transmittal or, if sent by certified or registered mail, postage prepaid, to the address set forth below, three (3) days after the date of mailing.

d. IN NO EVENT SHALL SFWD LLC BE LIABLE TO PROVIDER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY FORUM FOR ANY CLAIM OR LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW, EVEN IF SFWD LLC IS ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SPRINTFWD, LLC:

Nate Berkopec
Speedshop KK

Signed: _____

Signed:  _____

Print Name: _____

Print Name: **Nate Berkopec** _____

Title: _____

Title: **Owner** _____

Address: _____

Address: **3-46-6 Denenchofu Ota-ku Tokyo Japan 145-0071** _____

EXHIBIT A

Statement of Work

- A. Services. Services to be provided pursuant to this SOW shall consist of the following:
- **Software Development**
 - **Support the SprintFWD Development Team**
- B. Resources. The consultant(s) performing this work shall be under this SOW on behalf of Provider.
- C. Term of SOW. The term of the Services pursuant to this SOW shall be as follows:
10/1/24 - until canceled
- D. Compensation. Provider shall be compensated for Services as follows:
- a. Provider shall be paid a **professional fee of \$3,000 per month** for Services performed pursuant to this SOW. Provider shall not be entitled to any compensation for travel time to or from Provider's, SFWD LLC's or any client's work location.
 - b. Provider shall be reimbursed actual out-of-pocket expenses related to performance of this SOW. This is in addition to the professional fee. **A standard per diem amount is not paid - receipts must be submitted for all reimbursable expenses.**
- E. Billing. Provider shall bill SFWD LLC one times per month, within 5 days of the 5th of the month. SFWD LLC will pay all undisputed invoices within **fifteen (15) days** of receipt. **Invoices must reference:**
- a. Invoice Number
 - b. Date(s) service was performed
 - c. SOW Number
 - d. Name of person performing work