

CONSULTANT RETAINER AGREEMENT

This Consultant Retainer Agreement (“Agreement”) is entered into as of October 1st, 2024 (the “Effective Date”), between:

EPI Capital Pty Ltd, a company having its principal place of business at Lvl 6, 545 Queen St, Brisbane, QLD, 4000, email address: austin@tanda.com.au (“Client”), and

The Speedshop KK, a Joint stock company represented by Nathan Berkopec, having its principal place of business at 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021, email address: nate.berkopec@speedshop.co (“Speedshop”).

Client and Speedshop desire to have Speedshop perform services for Client, subject to and in accordance with the terms and conditions of this Agreement.

1. SERVICES

1.1. **Scope of Services:** Speedshop shall provide consulting services:

- Ruby on Rails performance monitoring and roadmap management.
- Automated alerts, monitors and dashboards for Rails application performance.
- A monthly written report on the performance and scalability of the application.
- Code contributions (“pull requests”) fixing web application performance issues.
- “Pull request reviews” for performance-related changes.
- Asynchronous chat with Speedshop.
- Synchronous calls with Speedshop.
- Additional work beyond the above services can be done at a rate of \$300/hr, with mutual agreement between the parties as to scope and details of work.

1.2 **Equipment and Facilities:** Speedshop will perform the Services at Speedshop’s offices or facilities, using Speedshop’s instruments, equipment and tools. Speedshop will determine the time, place and order in which Speedshop will perform the Services in accordance with any milestones and/or timeline set forth in a Statement of Work.

2. PAYMENT

2.1. **Fees:** As Speedshop’s sole compensation for the performance of Services, Client will pay Speedshop a fee of \$3,000 per month.

2.2. **Payment Terms:** Invoices will be sent at the end of every month and paid net-15 days. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes.

3. TERM AND TERMINATION

3.1. **Term:** This Agreement will commence on the Effective Date and will remain in full force and effect for six (6) months, unless terminated earlier in accordance with the terms of this Agreement.

3.2. **Mutual Termination:** This Agreement may be terminated at any time by mutual written consent of both parties.

4. CONFIDENTIALITY

4.1. **Definition:** “Confidential Information” means all non-public information disclosed by Client to Speedshop, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

4.2. **Non-use and Non-disclosure:** Speedshop will not use any Confidential Information for any purpose outside the scope of this Agreement. Speedshop will not disclose Confidential Information to any third party without Client’s prior written consent.

4.3. **Return of Materials:** Upon termination of this Agreement or upon Client’s request, Speedshop will promptly return to Client all copies of Confidential Information in Speedshop’s possession or control.

5. INTELLECTUAL PROPERTY

5.1. **Ownership:** All intellectual property rights in any work product created by Speedshop in the course of providing the Services shall be owned by Client.

5.2. **Assignment:** Speedshop hereby assigns to Client all right, title, and interest in and to any work product created in the course of providing the Services.

6. RELATIONSHIP OF THE PARTIES

6.1. Speedshop’s relationship with Client will be that of an independent contractor acting as a service provider to Client, and not that of an employee, worker, agent or partner of Client. Speedshop will not be entitled to any statutory benefits payable to employees or workers by law, or otherwise any benefits paid or made available by Client to its employees or workers.

7. WARRANTIES

7.1. Speedshop warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

8. LIMITATION OF LIABILITY

8.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL PROVISIONS

9.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications.

9.2. **Amendments:** This Agreement may only be modified or amended in a writing signed by both parties.

9.3. **Severability:** If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____

SPEEDSHOP

Name: _____

Title: _____

Signature: _____

Date: _____