

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and executed at _____ on this ___ day of _____ 2024 (the "Effective Date"), by and between:

WALKER GLOBAL INDUSTRIES, LLC (hereinafter referred to as "Service Provider / WGI"), a company incorporated under the laws of Texas (United States) and having its registered office address at 2177 Buckingham Road # 303 Richardson, TX 75081 (Company Registration date: Texas SOS Registration Date: 05/26/2020 and Texas Taxpayer Number: 32074390876) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Affiliates and permitted assigns) of the First Part.

And

_____ (hereinafter referred to as "Client"), a existing under the laws of **Hong Kong and having its office at 19/F, Two International Finance Center, 8 Finance Street Central, Hong Kong, Hong Kong; Contact No.: 852-2251-1656 (Hong Kong Tax Identification Number: _____ / Hong Kong Company registration Number: _____)** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Affiliates and permitted assigns) of the Second Part.

The expressions "WGI" and "Client", wherever the context requires, shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS:

- i. WGI engaged into services of RESEARCH includes gathering of derecognition data and legal information obtained from sources such as U.S. Securities and Exchange Commission, Commercial Publications, Registry Publications, or other statutory authorities. WGI analyze and do interpretation of data collected is catalogued by WGI client will receive results of analytical data uncovered by WGI.
- ii. Client is engaged in the business related to _____ <client's nature of business> _____
- iii. Client intends to appoint WGI on non-exclusive basis for WGI's services.
- iv. WGI is experienced in providing Services (defined below) to other organization specialization in the field of research on securities exchange commission and WGI agreed to provide its Services to the Client and Client desirous to avail the Services being provided by WGI.

v. WGI has all necessary permissions not limited to permits, licenses etc., if any, required under the local, state or central laws for providing Services and the same have been examined.

vi. Client, relying on the representations of WGI, has agreed to award to WGI the Agreement for the Services and WGI has accepted the same on terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

DEFINITIONS

i. "APPLICABLE LAWS" shall mean, (i) any law, legislation, statute, act, rule, ordinance, decree, treaty regulation, order, judgment, or other similar legal requirement, or (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any Governmental Authority of United States and (iii) more fully specified in Schedule 2 of this Agreement.

ii. "TERRITORY" shall mean any extent of region under the sovereign jurisdiction of the federal government of the United States including but not limited to Puerto Rico, the United States Virgin Islands, and any territory, insular possession, or other location subject to the jurisdiction of the United States.

iii. "THIRD PARTY / IES" means any Person, real or legal or Entity other than the Parties of this Agreement.

1. SERVICES

1.1 Client retains WGI and WGI agrees to perform professional services in accordance with the provisions of this Agreement and Schedule – 1 (collectively referred to as the "Services").

1.2 WGI shall perform the Services as per the terms of this Agreement. WGI will render the Services and deliver the deliverable to the Client as per the provisions of this Agreement.

1.3 To the extent that the preconditions, assumptions and / or conditions described in this Agreement are not met or are inaccurate, Client agrees and understands that the costs and Services may be impacted.

1.4 The Client accepts WGI use of sub-contractors and / or contracted employee and / or other corporate Affiliates of WGI in connection with the performance of the Services. Services performed by such sub-contractors or other corporate Affiliates shall fall under WGI's responsibility.

1.5 WGI makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement. During or after the Initial Term of this Agreement, Client shall not privately label or use brand name of WGI.

1.6 In performing services pursuant to this Agreement, Client shall accept all directions issued by WGI pertaining to the goals to be attained and the results to be achieved by an authorized officer of WGI.

Client shall act pursuant to its best judgement, in its sole discretion, to achieve the results requested by WGI.

1.7 Collaboration and Support: WGI will provide access to all necessary resources, documentation, required for the Client to carry out the analysis effectively. Regular meetings and communication channels will be established to facilitate collaboration throughout the Initial Term of this Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 Each Party warrants and undertakes to the other Party that: (i) It has the right to enter into this Agreement and perform its obligation in this Agreement; (ii) It shall comply with all Applicable Laws and regulations in the performance of its obligations in this Agreement; (iii) It has all necessary rights, authorizations or licenses to perform its obligations under this Agreement; (iv) In connection with WGI's performance of the Services, the Client shall have certain responsibilities which are identified in this Agreement, instructed by WGI from time to time and laid down in prevailing laws of Territory ("Client Obligations"). The Client acknowledges and agrees that WGI's performance of the Services is dependent upon Client's timely and effective satisfaction of the Client's Obligations, timely decisions and approvals by the Client. WGI's shall not be liable for any delay or failure in completing performance of Service due to failure of the Client and / or one more third-party/ies (exclusive of sub-contractors or affiliates-employees of WGI) recommended by the Client to performing their respective pre-requisite obligations mentioned in this Agreement. Any dates or time periods relevant to the performance by WGI under this Agreement shall be equally extended to account for any delays caused by the Client and / or one more third-party/ies recommended by Client or events beyond WGI's reasonable control. The Client agrees that WGI shall be entitled to rely upon all such Client's decisions and approvals. Further, the Client acknowledges and agrees that WGI is relying upon the information that the Client provides, and Client represents that to the best of his knowledge such information is true, accurate and complete.

2.2 WGI Representations and Warranties:

2.2.1 WGI represents and warrants that data accuracy for any Client's Data uploaded or provided on the WGI platform/source (if applicable) for availing the service by Client is not WGI's responsibility; and

2.2.2 WGI further represents and warrants that Client shall be solely responsible for the acts and omissions of Client or any of its users. WGI shall not be liable for any loss of data or functionality caused directly or indirectly by Client or any of its users.

3. FEES/TERMS OF PAYMENT/TAXES

3.1 It is hereby agreed between the Parties that WGI shall charge to Client a fee 35% (thirty-five percent) of the claim amount/settlement amount.

3.2 Client agrees to pay WGI a service fee 35% (thirty-five percent) for the services provided within 7 (seven) working days ("Payment Term") from the date of Invoice issued by WGI or date of disclosed information by WGI to Client.

3.3 Such fee shall be charged by WGI to Client upon successful filing of Client's claim and such claim is accepted by Third Party. In the event, claim is rejected by Third Party solely attributable to fault of Client then Client shall pay all expenses, costs, damages, or losses incurred by WGI for the performance of Services. This shall not be sole remedy of WGI.

3.4 If required by WGI, Client shall provide the financial information to WGI in such manner as prescribed by WGI from time to time. Such financial information shall be asked by WGI for the purpose of payment planning or accounting standard or whatsoever lawful reason.

3.5 If Client fails to make the service fee within the Payment Term, Client shall be liable to pay WGI, late payment fee as follows:

- 10% shall be imposed on due amount if claim amount / settlement amount is below or equivalent to \$100K;
- 18% shall be imposed on due amount if claim amount / settlement amount is above \$100K.

Such late payment fee shall be paid by Client to WGI within 10 (ten) working days which shall be commenced from the next working day of expiration of Payment Term.

For the purposes of this Agreement, "claim amount / settlement amount" shall mean the Client's amount which has been unreasonably / reasonably hold for any reason whatsoever by any Third Parties. Due to which Client takes the support of WGI in order to get the entire claim amount from Third Parties. WGI perform its Services by doing legal investigations and collecting necessary documents using own resources in order to get the reimbursement of claim amount to Client.

Consequences of Late Payment of Service Fee:

- Legal Fees and Costs: Client shall be solely responsible for all reasonable attorneys' fees and court costs incurred by WGI in collecting the overdue payments, if any.
- All the payment referred to this Agreement will be made by the Client to WGI using one of the payment methods enumerated in sub clause (A) specified below as 'Payment Method'.
- If Client fails to make full payment as specified in this Agreement and any outstanding balance (including late payment fees) remains unpaid 20 (twenty) working days after the due date, WGI will automatically stop its services / functioning entirely and WGI reserves the right to terminate this Agreement and WGI shall approach to arbitration / mediation / Court or any other dispute resolution authority in order to resolve payment issue / dispute arise from this Agreement.

A. Payment Method: Client shall select one of the following payment methods by checking the applicable box below:

Payment by Mail:

- Client shall send payment by trackable mail to the following address:

"Address of WGI to be filled by Mr. Anthony Walker"

- Client shall provide tracking information to the following email addresses: tracking@walkergi.org AND legal@walkergi.org

Payment by Electronic Funds Transfer (EFT):

- Electronic payments to WGI shall be made to First Convenience Bank of Texas routing number 111906271 account # XXXXXX066. US equities, options, fixed income, US mutual funds, and non-US

stocks will be made using Interactive Brokers account # XXXXXX798 using Automated Customer Account Transfer Service (ACATS) for settlement to WALKER GLOBAL INDUSTRIES, LLC account.

- Bank account information will be provided within 1 business days after the signing of this Agreement.

Payment by PayPal:

- Client may also make payment to WGI's PayPal Merchant Account to take advantage of Buy Now Pay Later, clients invoiced using the following email address: WGIPAYMENT@WALKERGI.ORG or clients may use EBAY listings BY SEARCHING under WALKER GLOBAL INDUSTRIES, LLC MAIL CATALOG FINDING RELEASE DATA FINDING.

Payment Using Escrow:

- Client may request to use an escrow service for payment, subject to approval by WGI's legal department.
- If approved, Client shall deposit the total disbursement amount into the designated escrow account.
- Additional legal fees may apply for escrow services, as external legal counsel will oversee this option.

3.6 Currency: Unless otherwise specified in this Agreement, all reference to money to be in United States Dollars.

3.7 Priority of Claims: The claims of WGI against the Client under this Agreement will rank at least pari passu (on equal footing) with the claims of its other unsecured and unsubordinated creditors except for those claims which are preferred solely by reason of any bankruptcy, insolvency or similar law. This clause shall remain even after expiry or termination of this Agreement.

4. CONFIDENTIALITY

4.1 "Confidential Information" for the purpose of this Agreement shall mean and include, without limitation, any information disclosed, either directly or indirectly, in writing or orally (unless reduced into writing within 10 days of such disclosure) or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) during the course of this Agreement by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") including (a) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party's business that is not generally known; (b) the Disclosing Party's products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of the Disclosing Party, business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third-parties; and (d) the terms and conditions of this Agreement.

4.2 Nothing in this Agreement shall prevent the Receiving Party from disclosing any information which: (i) is or becomes public knowledge other than by a breach of this Agreement by the Receiving Party, its officers, employees, agents or consultants; (ii) the Receiving Party, officers, employees, agents or

consultants may develop independently of the Disclosing Party or receive (before or after the Effective Date) without restriction from a third-party; (iii) the Receiving Party can show was in its possession or known to it prior to receipt from the Disclosing Party without an obligation of confidence; (iv) was furnished to the Receiving Party or one of its associated companies without restriction on disclosure or use; or (v) is required to be disclosed in accordance with Applicable Laws, regulations, court, judicial or other government order, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 "Intellectual Property" means (a) all inventions of any kind (whether patentable or not and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosure (whether or not filed), together with all reissuances, divisional, continuation-in-part, substitutes, extension and re-examinations thereof, as well as any foreign counterparts of any of the foregoing; (b) all copyrightable works and materials and all copyrights including all applications, registrations and renewals thereof; (c) all registered trademark/logos including all applications for registrations and renewals thereof; (d) ideas expressed in any tangible or electronic medium of expression; (e) trade secrets, proprietary formulation, know-how, show-how, research and development results, projections, analyses, models and other technical information and technology; (f) technical data; (g) computer software; (h) technical know-how; (i) any other legally recognized form of Intellectual Property; and (j) all rights in or to the foregoing.

5.2 WGI shall retain all right, title and interest in WGI property including but not limited to marks, platform, its Confidential Information, and all its Intellectual Property thereto, supplied by WGI to Client under this Agreement. Nothing in this Agreement shall effect a transfer of WGI's Intellectual Property from WGI to Client, or otherwise be construed to confer any license to Client under such Intellectual Property, except as expressly set forth in this Agreement.

5.3 Newly Developed Intellectual Property: With respect to any new Intellectual Property developed by WGI or Client, or any of their respective employees in the course of providing the services, including, without limitation, works of authorship (including software, platform or whatsoever) generated under the Agreement such as manuals, training materials containing technical or operational procedures, shall be retain by WGI on perpetual basis.

6 INDEMNITY - The Client agrees with WGI throughout the Initial Term to indemnify and keep indemnified WGI from and against any and all loss, damage or liability, suffered by WGI in the course of conducting its responsibilities arising from: (i) any gross negligence or willful misconduct of Client under this Agreement; or (ii) any misrepresentation, breach by Client of its representations, warranties or obligations or non-fulfilment of or Client's failure to perform any covenant made in this Agreement; or (iii) any claim of failure by Client to comply with applicable laws in relation to the service; or (iv) willfully default or deficient services provide by Client; or (v) the alleged infringement of third parties' intellectual property rights in relation to the services provided to WGI by Client.

7 LIMITATION OF LIABILITY

7.1 NO SPECIAL DAMAGES: Notwithstanding any other provision hereof, WGI shall not be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or

cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. WGI does not guarantee that data submitted through the internet will be secure from unauthorized access or will be free of errors or omissions due to the internet transmission.

7.2 Client acknowledges that WGI does not have control over the use to which the Services/ deliverables may be put by Client, and Client will therefore be deemed to have satisfied itself in every respect as to the suitability and fitness of the Services/deliverables for any particular purpose or application. Except as otherwise expressly provided in this Agreement, WGI accepts no liability, direct or otherwise, arising from any error or inaccuracy in any Services/deliverables resulting in any damage, loss, expenses or claim to or against Client.

8 TERM AND TERMINATION

8.1 This Agreement shall become effective on this ___ day of _____ 2024 ("Effective Date") and shall continue until terminated by WGI ("Initial Term").

8.2 Either Party may terminate this Agreement at any time without cause or giving the other Party fifteen (15) days' written notice of termination, whereupon this Agreement shall stand terminated on the effective date specified in such notice.

8.3 WGI shall have the right to terminate this Agreement by fifteen (15) days written notice if the Client commits a material breach under this Agreement and in case such breach is not remedied during the aforesaid fifteen (15) days' notice period.

8.4 Upon termination of this Agreement howsoever arising, (i) Client shall forthwith pay to WGI in full all amount due to WGI under this Agreement in respect to Services performed prior to the termination of this Agreement; (ii) Client shall return or destroy (upon WGI's discretion) all Confidential Information or materials/deliverables of the WGI; (iii) Client will forthwith cease from using the Intellectual Property or any materials of WGI, utilized during the Initial Term of this Agreement.

8.5 Survival of Payment Obligation: Notwithstanding any provision herein to the contrary, all payment obligations hereof shall survive the happening of any event causing termination of this Agreement until all amounts due hereunder have been paid.

9 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

9.1 All matters relating to the interpretation, performance, implementation and the rights and obligations of the Parties under this Agreement shall be governed by and decided in accordance with the laws of Texas (U.S.A).

9.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the following ways:

9.2.1 Parties shall try their best to resolve the dispute / issue amicable settlement in presence of senior representatives of both Parties;

9.2.2 In the event of any dispute arising under or in connection with this Agreement, before either Party may initiate arbitration pursuant to clause 9.2.3 below, Parties must attempt to resolve the dispute through mediation;

9.2.3 In the event, if Parties failed to resolve the dispute through amicable settlement and mediation then Parties shall finally refer the dispute to Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published. The seat of arbitration shall be at Texas (U.S.A.). The arbitral proceedings shall be conducted in English language.

9.3 Parties submit themselves to the exclusive jurisdiction of courts in Texas (U.S.A.).

5 SURVIVAL - The provisions under Clauses such as Representation and Warranties, Confidential Information, Payments, Intellectual Property Rights and other required provision contain mandatorily obligation of Parties shall survive to the extent stated in the respective Clauses thereof.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written above.

For and on behalf of WALKER GLOBAL
INDUSTRIES, LLC,
WGI aforesaid,

For and on behalf of Once Again
MANAGEMENT
Client aforesaid,

Sign: _____

Sign: _____

Name:

Name:

Designation:

Designation:

Date Signed:

Date Signed: