MASTER SERVICE AGREEMENT

1st Foot USA Inc.

Version 1.0 — April 2026

PREAMBLE AND ACCEPTANCE

This Master Service Agreement ("MSA" or "Agreement") sets forth the general terms and conditions under which 1st Foot USA Inc., a corporation organized and existing under the laws of the State of Texas, United States of America, with its principal place of business in Houston, Texas (the "Company" or "1st Foot USA"), provides consulting and advisory services to its clients.

This Agreement is a unilateral terms document published by the Company. By executing a Statement of Work that references this Agreement, the client identified in that Statement of Work (the "Client") acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement as in effect on the date of execution of that Statement of Work. The Company and the Client are each referred to herein individually as a "Party" and collectively as the "Parties."

The Company may update this Agreement from time to time by publishing a revised version with a new version number and date. Updated terms shall apply to any Statement of Work executed after the date of the updated version. Statements of Work executed under a prior version shall continue to be governed by that prior version for the duration of that Statement of Work, unless both Parties agree otherwise in writing.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interest.

"Change Order" means a written document, signed by both Parties, that modifies the scope, timeline, fees, or other terms of an existing Statement of Work.

"Confidential Information" means all non-public information disclosed by one Party to the other Party, whether orally, in writing, electronically, or by inspection, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial data, customer lists, trade secrets, technical data, product plans, marketing strategies, and proprietary methodologies.

"Deliverables" means the tangible and intangible work product, reports, analyses, recommendations, documents, and other materials to be delivered by the Company to the Client as specified in a Statement of Work.

"Effective Date" means, with respect to each Client, the date on which the Client executes its first Statement of Work referencing this Agreement.

"Embedded Personnel" means Company employees or contractors who, pursuant to a Statement of Work, are assigned to work within the Client's organization in interim, fractional, or temporary leadership or operational roles.

"Fees" means the compensation payable by the Client to the Company for the Services, as specified in each Statement of Work.

"Intellectual Property" or "IP" means all patents, copyrights, trademarks, trade secrets, know-how, methodologies, frameworks, templates, tools, processes, software, and other intellectual property rights.

"Pre-Existing IP" means any Intellectual Property owned or controlled by a Party prior to the Effective Date or developed by a Party independently of this Agreement.

"Company IP" means all methodologies, frameworks, templates, tools, processes, best practices, and know-how developed, owned, or used by the Company in the delivery of its consulting services, whether developed before, during, or after any engagement under this Agreement.

"Services" means the management consulting, advisory, and professional services to be performed by the Company for the Client as described in one or more Statements of Work, which may include Market Assessment, Market Entry, Growth Acceleration, and Agents and AI advisory services.

"Statement of Work" or "SOW" means a written document executed by both Parties that describes the specific Services, Deliverables, timeline, Fees, and other terms applicable to a particular engagement under this Agreement. Each SOW is incorporated into and governed by this Agreement.

2. SCOPE OF SERVICES AND STATEMENTS OF WORK

2.1 General Scope

The Company shall provide consulting services to the Client as described in one or more Statements of Work executed by both Parties pursuant to this Agreement. No Services shall be performed, and no obligations shall arise, until a SOW has been duly executed by authorized representatives of both Parties.

2.2 Statements of Work

Each SOW shall specify, at a minimum, the following:

(a) A description of the Services to be performed;
(b) The Deliverables to be provided, if any;
(c) The timeline and milestones for performance;
(d) The Fees and payment schedule;
(e) The Company personnel assigned to the engagement, if applicable;
(f) Any Client obligations specific to the engagement;
(g) Any terms that supplement or modify the terms of this Agreement with respect to that specific engagement.

2.3 Conflict Between Agreement and SOW

In the event of any conflict between the terms of this Agreement and the terms of a SOW, the SOW shall control with respect to matters of scope, Deliverables, Fees, and timeline for that specific engagement. This Agreement shall control all other matters, including but not limited to confidentiality, intellectual property, liability, indemnification, and dispute resolution.

2.4 Change Orders

Any changes to an executed SOW, including changes to scope, Deliverables, timeline, or Fees, shall require a written Change Order signed by authorized representatives of both Parties. Neither Party shall be obligated to perform or pay for changed or additional work absent a duly executed Change Order.

3. FEES AND PAYMENT

3.1 Fees

The Client shall pay the Company the Fees specified in each SOW. Fees may be structured as fixed-price engagements, monthly retainers, time-and-materials arrangements, or any combination thereof, as specified in the applicable SOW.

3.2 Upfront Payments and Retainers

Where specified in a SOW, the Client shall pay upfront deposits, milestone payments, or retainer fees in advance of the commencement of Services. Retainer fees shall be applied against Services rendered during the applicable period. Unused retainer amounts shall be handled as specified in the applicable SOW.

3.3 Invoicing and Payment Terms

Unless otherwise specified in a SOW, the Company shall invoice the Client upon completion of Services or on a monthly basis for ongoing engagements. All invoices are due and payable within ten (10) calendar days of the invoice date. All Fees are stated and payable in United States Dollars (USD).

3.4 Late Payment

Any amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. The Client shall also be responsible for all reasonable costs of collection, including attorneys' fees, incurred by the Company in collecting past-due amounts.

3.5 Expenses

The Client shall reimburse the Company for all reasonable, pre-approved, out-of-pocket expenses incurred in connection with the performance of Services, including but not limited to travel, lodging, and third-party costs. Expenses shall be invoiced with supporting documentation and are payable under the same terms as Fees. Currency conversion costs and international banking fees related to payment of invoices shall be borne by the Client.

3.6 Taxes

All Fees are exclusive of applicable taxes, duties, and levies. The Client shall be responsible for all taxes arising from this Agreement, excluding taxes based on the Company's net income. If the Client is required by law to withhold taxes from payments to the Company, the Client shall gross up such payments so that the Company receives the full amount of the Fees as if no withholding had been made.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall take effect with respect to a Client on the Effective Date and shall remain in effect for as long as any SOW between the Company and that Client is active. This Agreement shall automatically terminate with respect to a Client twelve (12) months after the expiration or termination of the last active SOW between the Parties, unless a new SOW is executed within that period.

4.2 Termination of Individual SOWs for Convenience

Either Party may terminate an individual SOW at any time by providing thirty (30) days' prior written notice to the other Party, unless the SOW specifies a different notice period, in which case the SOW shall control. Termination of an individual SOW shall not affect any other SOW then in effect.

4.3 Termination for Cause

Either Party may terminate this Agreement and all outstanding SOWs immediately upon written notice to the other Party if:

(a) The other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof;
(b) The other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any proceeding under any bankruptcy or insolvency law;
(c) The other Party ceases to conduct business in the normal course.

4.4 Effect of Termination

Upon termination or expiration of any SOW or this Agreement:

(a) The Company shall be entitled to payment for all Services performed and expenses incurred through the effective date of termination;
(b) The Company shall deliver to the Client all completed and in-progress Deliverables for which payment has been received;
(c) Where Embedded Personnel are serving in the Client's organization, the Parties shall cooperate in good faith to ensure an orderly transition over a reasonable wind-down period;
(d) Each Party shall return or destroy all Confidential Information of the other Party, subject to Section 8;
(e) Sections 1, 3 (with respect to accrued payment obligations), 7, 8, 9, 10, 11, 12, and 16 shall survive termination or expiration of this Agreement.

5. EMBEDDED AND INTERIM PERSONNEL

5.1 Nature of Embedded Engagements

Where a SOW provides for the assignment of Embedded Personnel to work within the Client's organization in interim or fractional roles (including but not limited to interim CEO, CFO, CTO, CMO, CPO, country manager, or other leadership positions), the following provisions shall apply in addition to all other terms of this Agreement.

5.2 Employment Status

Embedded Personnel shall at all times remain employees or contractors of the Company. The assignment of Embedded Personnel to work within the Client's organization shall not create any employment, joint employment, or agency relationship between the Client and such personnel. The Company shall remain solely responsible for the compensation, benefits, and employment-related obligations of its Embedded Personnel.

5.3 Client Authority and Responsibility

Notwithstanding the embedded nature of the engagement, the Client retains ultimate decision-making authority over its business operations. Embedded Personnel shall provide advice, recommendations, and operational support, but all business decisions remain the responsibility of the Client. The Client shall provide Embedded Personnel with a safe, lawful, and professional working environment, including appropriate access to systems, tools, facilities, and information necessary for the performance of their duties.

5.4 No Authority to Bind

Unless expressly authorized in writing in the applicable SOW, Embedded Personnel shall have no authority to bind the Client, execute contracts on behalf of the Client, or make financial commitments on behalf of the Client.

6. CLIENT OBLIGATIONS AND COOPERATION

6.1 General Cooperation

The Client acknowledges that the successful delivery of the Services requires the Client's active cooperation and timely performance of its obligations. The Client shall:

(a) Designate a primary point of contact with authority to make decisions and provide approvals on behalf of the Client;
(b) Provide the Company with timely access to all information, data, documents, personnel, and resources reasonably necessary for the performance of the Services;
(c) Respond to reasonable requests for information, feedback, and approvals within a timely manner;
(d) Ensure that all information and data provided to the Company is accurate, complete, and current to the best of the Client's knowledge.

6.2 Delays Caused by Client

If the Company's performance of the Services is delayed or impaired as a result of the Client's failure to fulfill its obligations under this Section 6, the Company shall not be liable for any resulting delays, and the timeline for delivery of Services and Deliverables shall be extended by a period equal to the duration of such delay. If a Client delay materially increases the cost of performing the Services, the Parties shall negotiate in good faith an appropriate adjustment to the Fees.

7. INTELLECTUAL PROPERTY

7.1 Pre-Existing IP

Each Party shall retain all right, title, and interest in and to its Pre-Existing IP. Nothing in this Agreement shall be construed as transferring ownership of either Party's Pre-Existing IP to the other Party.

7.2 Company IP

The Company shall retain all right, title, and interest in and to all Company IP, including all methodologies, frameworks, templates, tools, processes, best practices, know-how, and any improvements, enhancements, or derivative works thereof developed during the course of any engagement under this Agreement. For the avoidance of doubt, the Company's retention of Company IP applies regardless of whether such Company IP is developed, refined, or improved during the performance of Services for the Client.

7.3 License to Client

Subject to the Client's payment in full of all Fees due under the applicable SOW, the Company hereby grants to the Client a non-exclusive, perpetual, non-transferable, worldwide license to use the Deliverables and any Company IP incorporated therein solely for the Client's internal business purposes. The Client shall not sublicense, distribute, sell, or otherwise make available the Company IP to any third party without the prior written consent of the Company.

7.4 Client Materials

The Client shall retain all right, title, and interest in and to all data, information, and materials provided by the Client to the Company for use in the performance of the Services ("Client Materials"). The Client hereby grants the Company a limited, non-exclusive license to use the Client Materials solely for the purpose of performing the Services during the term of the applicable SOW.

7.5 Feedback

To the extent the Client provides feedback, suggestions, or recommendations regarding the Company's methodologies, tools, or processes, the Company shall be free to use, incorporate, and exploit such feedback without restriction or obligation to the Client.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality Obligations

Each Party (the "Receiving Party") shall hold in strict confidence all Confidential Information received from the other Party (the "Disclosing Party") and shall not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted herein. The Receiving Party shall use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement and shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

8.2 Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees, contractors, and professional advisors who have a need to know such information for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations no less protective than those set forth herein. The Receiving Party shall remain responsible for any breach of this Section 8 by such persons.

8.3 Exclusions

Confidential Information shall not include information that:

(a) Is or becomes publicly available through no fault of the Receiving Party;
(b) Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, without restriction on disclosure;
(c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
(d) Is rightfully received by the Receiving Party from a third party without restriction on disclosure.

8.4 Required Disclosures

If the Receiving Party is compelled by law, regulation, or legal process to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement prior to disclosure, and shall cooperate with the Disclosing Party's efforts to obtain a protective order or other appropriate relief.

8.5 Duration

The obligations of confidentiality under this Section 8 shall survive the termination or expiration of this Agreement for a period of three (3) years.

8.6 Data Protection

Each Party shall comply with all applicable data protection and privacy laws and regulations in connection with any personal data processed in the course of the Services. Where the Services involve the processing of personal data subject to the European Union General Data Protection Regulation (GDPR) or similar legislation, the Parties shall enter into a data processing addendum setting forth the rights and obligations of the Parties with respect to such processing. The Company shall implement and maintain appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or destruction.

8.7 Return of Confidential Information

Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession, and shall certify such return or destruction in writing upon request. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by applicable law or regulation, or as part of automated backup systems, provided that such retained information remains subject to the confidentiality obligations of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations

Each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization;
(b) It has full power and authority to enter into this Agreement and to perform its obligations hereunder;
(c) The execution, delivery, and performance of this Agreement do not conflict with any other agreement to which it is a party.

9.2 Company Representations

The Company represents and warrants that:

(a) The Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards for management consulting services;
(b) Company personnel assigned to perform the Services shall possess the qualifications, experience, and competence appropriate for the Services to be performed;
(c) The Company shall comply with all applicable laws and regulations in the performance of the Services.

9.3 Client Representations

The Client represents and warrants that:

(a) All information and data provided to the Company in connection with the Services is accurate, complete, and current to the best of the Client's knowledge;
(b) The Client has all necessary rights and permissions to provide such information and data to the Company;
(c) The Client shall comply with all applicable laws and regulations in connection with its obligations under this Agreement.

9.4 Disclaimer

THE COMPANY DOES NOT GUARANTEE ANY SPECIFIC BUSINESS OUTCOMES, REVENUE TARGETS, OR MARKET RESULTS. THE SERVICES ARE ADVISORY IN NATURE, AND ALL BUSINESS DECISIONS AND THEIR CONSEQUENCES REMAIN THE SOLE RESPONSIBILITY OF THE CLIENT. A RECOMMENDATION AGAINST MARKET ENTRY OR A NEGATIVE ASSESSMENT FINDING IS A VALID AND VALUABLE OUTCOME OF THE SERVICES, NOT A FAILURE TO PERFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

10.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE CLIENT UNDER THE APPLICABLE STATEMENT OF WORK DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.2 Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Exceptions

The limitations set forth in Sections 10.1 and 10.2 shall not apply to:

(a) A Party's breach of its confidentiality obligations under Section 8;
(b) A Party's infringement of the other Party's Intellectual Property rights;
(c) A Party's indemnification obligations under Section 11;
(d) Damages arising from a Party's gross negligence or willful misconduct;
(e) The Client's obligation to pay Fees and expenses due under this Agreement.

11. INDEMNIFICATION

11.1 Company Indemnification

The Company shall indemnify, defend, and hold harmless the Client and its Affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) The Company's material breach of this Agreement;
(b) The Company's gross negligence or willful misconduct in the performance of the Services;
(c) Any claim that the Company IP infringes a third party's intellectual property rights.

11.2 Client Indemnification

The Client shall indemnify, defend, and hold harmless the Company and its Affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) The Client's material breach of this Agreement;
(b) The Client's gross negligence or willful misconduct;
(c) Business decisions made by the Client, including decisions informed or advised by the Company or implemented during an embedded engagement;
(d) The Client's products, services, or business operations;
(e) Any claim arising from actions taken by the Client's employees under the direction or supervision of Embedded Personnel, to the extent such actions are within the Client's scope of business operations.

11.3 Indemnification Procedures

The indemnified Party shall: (a) provide prompt written notice of the claim to the indemnifying Party; (b) grant the indemnifying Party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense. The indemnifying Party shall not settle any claim that imposes any obligation on the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld.

12. NON-SOLICITATION

During the term of this Agreement and for a period of six (6) months following its termination or expiration, neither Party shall, directly or indirectly, solicit, recruit, hire, or engage (as an employee, contractor, or otherwise) any employee of the other Party without the prior written consent of the other Party. This restriction applies to all employees of the other Party, whether or not such employees were directly involved in the performance of Services under this Agreement. For the avoidance of doubt, this Section 12 shall not restrict either Party from hiring individuals who respond to general public job postings or advertisements not specifically directed at the other Party's employees.

13. RELATIONSHIP OF THE PARTIES

The Company is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party or to incur any obligation on behalf of the other Party without the other Party's prior written consent. Each Party shall be solely responsible for its own taxes, insurance, and compliance obligations.

14. SUBCONTRACTING

The Company shall not subcontract, delegate, or otherwise assign the performance of any Services or any portion thereof to any third party without the prior written consent of the Client. Any approved subcontractor shall be bound by obligations of confidentiality and intellectual property protection no less protective than those set forth in this Agreement. The Company shall remain fully responsible for the performance of any subcontracted Services and for any acts or omissions of its approved subcontractors.

15. INSURANCE

The Company shall maintain, at its own expense, the following insurance coverage during the term of this Agreement and for a period of twelve (12) months following its termination:

(a) Professional liability (errors and omissions) insurance with coverage limits appropriate for the nature and scope of the Services;
(b) Commercial general liability insurance;
(c) Workers' compensation insurance as required by applicable law.

Upon the Client's written request, the Company shall provide certificates of insurance evidencing the coverage required by this Section 15.

16. DISPUTE RESOLUTION

16.1 Good Faith Negotiation

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiation between senior executives of each Party. Such negotiation shall commence within ten (10) business days after one Party provides written notice of the Dispute to the other Party and shall continue for a period of not less than thirty (30) days.

16.2 Mediation

If the Dispute cannot be resolved through negotiation within the period specified in Section 16.1, either Party may submit the Dispute to mediation administered by the American Arbitration Association ("AAA") or JAMS in Houston, Texas. The Parties shall share equally the costs of mediation.

16.3 Arbitration

If the Dispute cannot be resolved through mediation within sixty (60) days of the commencement of mediation, the Dispute shall be finally resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Houston, Texas. The arbitrator's award shall be final and binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs and attorneys' fees in connection with the arbitration, unless the arbitrator determines otherwise.

16.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of law principles.

16.5 Equitable Relief

Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending the resolution of a Dispute through the procedures set forth in this Section 16.

17. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than the obligation to pay Fees) to the extent such failure or delay is caused by events beyond the Party's reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, government actions, sanctions, embargoes, labor disputes, disruption of telecommunications or power supply, or cyberattacks (each a "Force Majeure Event"). The affected Party shall provide prompt written notice of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

18. GENERAL PROVISIONS

18.1 Entire Agreement

This Agreement, together with all SOWs, Change Orders, and exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written, between the Parties relating to such subject matter, including without limitation the Terms of Service published on the Company's website.

18.2 Updates to this Agreement

The Company may update this Agreement from time to time by publishing a revised version with a new version number and effective date. The Company shall make reasonable efforts to notify existing clients of material changes. Updated terms shall apply to any SOW executed after the date of the updated version. SOWs already in effect shall continue to be governed by the version of this Agreement in effect at the time that SOW was executed, unless both Parties agree otherwise in writing within the applicable SOW or Change Order.

18.3 Assignment

The Client may not assign or transfer any rights or obligations under this Agreement or any SOW without the prior written consent of the Company. The Company may assign this Agreement to an Affiliate without the Client's consent, provided that the Company provides written notice of such assignment to the Client. Any purported assignment in violation of this Section 18.3 shall be null and void.

18.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the Parties' original intent.

18.5 Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right to enforce it at a later time. Any waiver must be in writing and signed by the waiving Party.

18.6 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by email with confirmation of receipt; (c) sent by internationally recognized overnight courier; or (d) sent by registered or certified mail, return receipt requested. Notices to the Company shall be sent to contact@1stfootusa.com or such other address as the Company may designate. Notices to the Client shall be sent to the address specified in the applicable SOW.

18.7 Exclusivity

This Agreement is non-exclusive. Unless a SOW expressly provides otherwise in a separately negotiated exclusivity provision, each Party is free to enter into similar agreements with third parties. The Company may provide services to other clients, including clients that may compete with the Client, subject to the confidentiality obligations set forth in Section 8.

18.8 Language

This Agreement is published in the English language, which shall be the governing and controlling language for all purposes. Any translation of this Agreement into another language is for convenience only and shall not be used to interpret or construe this Agreement.

18.9 Counterparts and Electronic Signatures

Statements of Work and Change Orders executed under this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and digitally transmitted copies of executed signature pages shall be deemed original signatures for all purposes.

— End of Master Service Agreement —

Version 1.0 — April 2026

1st Foot USA Inc. — Houston, Texas