

# PROFESSIONAL SERVICES AGREEMENT

Contract No. PSA-2024-00847

Effective Date: June 15, 2024

## 1. PARTIES

This Professional Services Agreement ("Agreement") is entered into as of June 15, 2024, by and between:

Meridian Consulting Group LLC, a limited liability company organized under the laws of the State of California, with its principal place of business at 1420 Market Street, Suite 200, San Francisco, CA 94103 (hereinafter referred to as "Consultant"), represented by Maria Santos, Managing Partner, email: maria.santos@meridian-consulting.com, phone: (415) 555-0187;

and

Atlas Digital Solutions Inc, a corporation organized under the laws of the State of New York, with its principal place of business at 350 Fifth Avenue, Floor 12, New York, NY 10118 (hereinafter referred to as "Client"), represented by James Richardson, Chief Executive Officer, email: j.richardson@atlas-digital.com, phone: (212) 555-0234.

## 2. TERM AND DURATION

This Agreement shall commence on June 15, 2024 and shall remain in effect through December 31, 2025, unless terminated earlier in accordance with the provisions of Section 8. Either party may request a renewal in writing no later than thirty (30) days prior to the expiration date. A subsequent renewal term beginning March 1, 2026 may be negotiated at the mutual agreement of both parties.

## 3. SCOPE OF SERVICES

Consultant agrees to provide the following professional services to Client: strategic technology consulting, software architecture review, data migration planning, cloud infrastructure assessment, and staff augmentation for the Client's enterprise modernization initiative (the "Project"). The Project Manager on behalf of Consultant shall be Elena Kowalski, Senior Director of Technology Services (elena.kowalski@meridian-consulting.com). The Client's designated point of contact shall be Roberto Fernandes, VP of Engineering (r.fernandes@atlas-digital.com).

Consultant shall provide a team of no fewer than five (5) qualified professionals to support the Project. All personnel assigned to the Project shall possess relevant industry certifications and a minimum of five (5) years of professional experience in the applicable domain.

## 4. COMPENSATION

In consideration for the services described herein, Client agrees to pay Consultant a total fee not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the initial term of this Agreement. The compensation shall be structured as follows:

- (a) An initial retainer of Eighty-Five Thousand Dollars (\$85,000.00) shall be payable within fifteen (15) business days of the execution of this Agreement.
- (b) A milestone payment of Fifty Thousand Dollars (\$50,000.00) shall be due upon completion and Client acceptance of the Phase 1 deliverables, as defined in Exhibit A.
- (c) The remaining balance of Fifteen Thousand Dollars (\$15,000.00) shall be payable upon final delivery and acceptance of all Project deliverables.

## **5. PAYMENT TERMS AND BANKING INFORMATION**

All payments shall be made via wire transfer to the following account designated by Consultant:

Bank: First National Bank of California  
Account Holder: Meridian Consulting Group LLC  
Account Number: 7823401956  
Routing Number: 021000021  
SWIFT Code: FNBCUS6S

Invoices shall be submitted monthly and are due net thirty (30) days from the date of receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

## **6. EXPENSE REIMBURSEMENT**

Client shall reimburse Consultant for all reasonable and pre-approved travel and business expenses incurred in connection with the performance of services under this Agreement. Expenses exceeding Five Hundred Dollars (\$500.00) require prior written approval from the Client.

For recurring project-related expenses, Consultant has designated the following corporate credit card for expense tracking and reconciliation purposes: Visa ending in 6789, full number 4532-8901-2345-6789, held by Maria Santos. All expense reports shall be submitted with supporting receipts within fifteen (15) days of the expense being incurred.

## **7. TAX INFORMATION AND COMPLIANCE**

Consultant represents and warrants that it is an independent contractor and not an employee of Client for tax purposes. Consultant's Employer Identification Number (EIN) is 82-4751093. Consultant shall be solely responsible for the payment of all federal, state, and local taxes arising from compensation received under this Agreement.

For purposes of tax reporting and W-9 compliance, the following information is provided for the principal signatory: Maria Santos, Social Security Number: 412-68-9103, Date of Birth: March 15, 1985. This information shall be kept strictly confidential and used solely for tax reporting obligations as required by the Internal Revenue Service.

## **8. CONFIDENTIALITY**

Each party acknowledges that during the course of this Agreement, it may receive or have access to confidential and proprietary information belonging to the other party, including but not limited to trade secrets, business plans, financial data, customer lists, technical specifications, and personnel records (collectively, "Confidential Information"). Each party agrees to hold all Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the disclosing party.

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

## **9. TERMINATION**

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. In the event of termination, Client shall pay Consultant for all services rendered and expenses incurred through the effective date of termination. Any retainer amounts for services not yet rendered shall be refunded to Client on a pro-rata basis within thirty (30) days of the termination date.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in San Francisco, California, in accordance with the rules of the American Arbitration Association.

## **11. ENTIRE AGREEMENT**

This Agreement, together with any exhibits and amendments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts, and writings, whether written or oral, with respect to the subject matter hereof.

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

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**Maria Santos**

Managing Partner, Meridian Consulting Group LLC

Date: June 15, 2024

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**James Richardson**

Chief Executive Officer, Atlas Digital Solutions Inc

Date: June 15, 2024

**WITNESSES:**

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**Elena Kowalski**

Senior Director, Technology Services, Meridian Consulting Group LLC

Date: June 15, 2024

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**Roberto Fernandes**

VP of Engineering, Atlas Digital Solutions Inc

Date: June 15, 2024