

CONSULTING SERVICES AGREEMENT

This **Consulting Services Agreement** (“Agreement”) is entered into as of [10/01/2025], by and between:

Incodeks US LLC, with its principal office at **48 Market St PMB 909827, San Francisco, California 94104, USA**, and email: **legal@incodeks.com** (“Client”),

and

DIDIN Customer Service LLC dba. Charm, with its principal office at 1220 E Henry St Tempe Az 85281 (“Consultant”).

Client and Consultant are each referred to as a “Party” and together as the “Parties.”

1. Term

This Agreement shall commence on **10/29/2025** and remain in effect for **six (6) months**, unless terminated earlier under Section 8.

At the end of the initial term, the Agreement may be **renewed or extended by mutual written agreement** between the Parties.

2. Scope of Services

Consultant shall provide **consulting and advisory services** to Client related to **technical and operational coordination for software development projects**, including:

- Managing and coordinating communication with end users and stakeholders, including ticket triage, escalation handling, and issue tracking through agreed support channels and tools.
- Providing first-level and, where applicable, second-level technical support to end users through designated communication channels, including email, ticketing systems, and phone calls.
- Logging, categorizing, prioritizing, and closing support tickets while maintaining detailed and accurate documentation of all actions taken.
- Recommending and helping implement improvements to customer support processes, communication standards, and documentation to enhance efficiency and service quality.
- Providing regular reports and metrics related to customer support activity, issue resolution, and process adherence.
- Any additional tasks or responsibilities mutually agreed upon in writing by both parties, related to the Client’s technical or operational support needs.

Consultant shall perform the Services in a professional and timely manner consistent with industry standards.

3. Fees and Payment

- (a) **Fee.** Client shall pay Consultant a fixed fee of **USD 350 per month**.
- (b) **Invoicing.** Consultant shall issue an invoice at the end of each month.
- (c) **Payment Terms.** Client shall make payment within **fifteen (15) days** of receiving an accurate invoice.
- (d) The fee covers all costs and expenses unless otherwise approved in writing by Client.

4. Independent Contractor

Consultant acts as an **independent contractor**, not as an employee or agent of Client. Consultant is solely responsible for all taxes, insurance, and obligations arising from its compensation.

5. Confidentiality

Consultant shall keep all non-public information received from Client strictly confidential and shall not disclose it to any third party without Client's prior written consent. This obligation continues after the Agreement ends.

6. Intellectual Property

All materials, reports, or deliverables created specifically for and delivered to Client under this Agreement ("Work Product") shall be the exclusive property of Client upon payment of fees.

Consultant shall not retain or reuse any Work Product without Client's written approval.

7. Warranties

Consultant represents and warrants that it has full authority to enter into this Agreement and that all Services will be performed professionally and in good faith.

8. Termination

Either Party may terminate this Agreement:

- (a) with **fifteen (15) days' written notice** for any reason; or
- (b) immediately, if the other Party commits a material breach and fails to cure it within **ten (10) days** of written notice.

Upon termination, Client shall pay Consultant for all Services properly performed up to the termination date.

9. Limitation of Liability

Neither Party shall be liable to the other for any indirect, special, or consequential damages arising from this Agreement. Each Party's total liability shall not exceed the total amount of fees paid under this Agreement.

10. Entire Agreement and Amendments

This Agreement represents the entire understanding between the Parties and supersedes all prior discussions or communications on this subject.

Any modification or renewal must be in writing and signed by both Parties.

11. Notices

All notices under this Agreement shall be made in writing and delivered by email or to the addresses below:

If to Client:

Incodeks US LLC
48 Market St PMB 909827
San Francisco, California 94104, USA
Email: legal@incodeks.com

If to Consultant:

Charm DIDIN Customer Service LLC
1220 E Henry St

Tempe Az 85281
Email: chris@hirecharm.com

12. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic or PDF signatures shall be valid and binding as originals.

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

**Charm [DIDIN Customer Service
LLC]**

By:

DocuSigned by:
Chris Booth
996AF4DAC8EF4DC...

Incodeks US LLC

By:

Name: Christopher Booth

Title: Founder & CEO

Date:

10/29/2025

Name: Partin Imeri

Title: CEO

Date: _____