MELIO CONSULTING PROPRIETARY LIMITED

(REGISTRATION NUMBER 2019/032302/07)

ADDRESS: MELIO AI, WORKSHOP 17 THE BANK,
24 CRADOCK AVENUE, ROSEBANK, JOHANNESBURG, 2196

- and –

THE CLIENT

(REGISTRATION NUMBER XXXXXXXX)

ADDRESS: XXXXXXXX

AGREEMENT

- relating to -

CONSULTING RETAINER AGREEMENT

THIS RETAINER AGREEMENT IS MADE BETWEEN

Melio Consulting Proprietary Limited, a company duly registered in terms of laws of South Africa with registration number 2019/032302/07 ("**the Company**"); and

<mark>\<Insert Client Name\></mark> with registration number <mark>\<Insert Registration Number\></mark> ("**the Client**")

WHEREAS, the Company offers consulting services in the field of Data Science, Software Development and Information Technology; and

WHEREAS, the Client desires to retain the services of the Company to render consulting services according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Client (individually, each a "**Party"** and collectively, the "**Parties"**) covenant and agree as follows:

1. APPOINTMENT

The Client hereby retains the services of the Company, which the Company agrees to provide on a non-exclusive, project-specific basis. This **Retainer Agreement** outlines the general terms of collaboration between the Parties. Unless stipulated otherwise within this Agreement, its terms are automatically applied and deemed accepted by both Parties for any subsequent project that is proposed by the Client and agreed upon by the Company.

1.1 The Company acknowledges that no guarantee can be given by the Client on the quantity of Services that will be required from the Company.

1.2 The Company is not obligated to accept any project offered to them by the Client.

1.3 Under this Retainer Agreement, the scope of services, fees, and terms are not confined to individual projects but are instead governed by the overall objectives as mutually agreed upon. Specific details, including but not limited to, services provided, deliverables, timelines, acceptance criteria, and payment schedules are outlined in **Section 2: Scope of Services**.

1.4 Such engagement terms will be formulated and presented by the Company to the Client following initial consultations regarding the services required. These terms become binding upon written acceptance from both the Company and the Client. This process ensures that each facet of the service provided under the retainer is clearly understood and agreed upon, allowing for a flexible yet structured approach to the ongoing business relationship.

2. SCOPE OF SERVICES

2.1 The Company shall provide consulting services to the Client under the terms of this Retainer Agreement and **Retainer Tier Option** selected. The scope of such services may include, but not be limited to, the following:

a) **Strategic Advisory:** Offering strategic guidance on the implementation of data-intensive software applications and/or artificial intelligence applications within the Client's business operations, including recommendations on AI-driven strategies for improving efficiency and competitiveness.

b) **Solution Design & Implementation:** Designing and building software, data and AI solutions tailored to the Client's specific needs. This may involve machine learning, natural language processing, or computer vision, depending on the project requirements.

c) **MLOps (Machine Learning Operations):** Designing and guiding the Client on implementing and managing the machine learning lifecycle, including model training, versioning, deployment, and monitoring.

d) **DevSecOps:** Providing guidance and support in streamlining development processes by facilitating the collaboration between development, security and operations teams, aiming to shorten the system development life cycle and provide continuous delivery with high software quality.

e) **DataOps:** Providing guidance and support with regards to the Client's data management practices to improve data quality, streamline data flows, and enable rapid, reliable data analytics.

f) **AI Governance and Ethics:** Providing consultancy on AI governance, ethical considerations, and compliance with relevant laws and regulations.

2.2 The Company endeavours to:

a) Utilise all reasonable skill, care and diligence in the delivery of the Services;

b) Perform the Services to the best of the Company's expertise and competence;

c) Keep an accurate record of work performed in an orderly manner;

d) Ensure all Client communication is traceable and well-kept so as to enable ease of conflict resolution should the need arise;

e) The Company will treat all work relating to the Client with utmost confidentiality.

2.3 The Company shall provide Services to the Client on a non-exclusive basis with the Acknowledgment the Company shall not act in conflict with the provision of this Agreement unless otherwise agreed in writing with the Client.

2.4 The Company reserves the right to assign and allocate the appropriate personnel with the requisite skills and expertise to fulfil the scope of services outlined in this Agreement. The Company's determination of the most suitable personnel shall be made in consideration of the goals and requirements specified by the Client for the retainer services.

2.5 The Company maintains the flexibility to make changes to personnel assignments as needed to meet the evolving needs of the service provision, ensure the highest quality of work, and adhere to the agreed-upon deliverables within the scope of services.

3. TERM

3.1 **Minimum Term.** This Agreement shall commence on the first day of the month following the date last signed by both Parties ("Effective Date") and shall continue for the minimum engagement period specified in the selected Retainer Option ("Minimum Term").

3.2 Following the Minimum Term, this Agreement shall automatically renew for successive periods equal to the Minimum Term unless and until either Party provides written notice of its intent to terminate. If such notice is provided, termination becomes effective at the end of the Minimum Term period following the date of the notice (the "Notice Period"), unless otherwise agreed in writing by both Parties.

3.3 In the event the Client elects to terminate this Agreement prior to the conclusion of the Minimum Term ("Early Termination"), the Client shall be obligated to pay an early termination fee.

3.4 **Early Termination Fee**. In the event of early termination by the Client prior to the expiration of the Minimum Term, the Early Termination Fee shall be equal to **50%** of the fees that would have been payable for the remaining period of the Minimum Term, as outlined in the payment terms of this Agreement. This fee represents the agreed-upon compensation for the Company's foregone revenue due to early termination.

4. RETAINER FEE AND PAYMENT TERMS

4.1 **Retainer Tier Options**. To meet the diverse needs of our clients, the Company offers a range of Retainer Tier Options. Each option provides a different level of support, service hours, and engagement period designed to align with various project scopes and budgets. Detailed descriptions of these options—including the scope of services, pricing, and minimum engagement periods—can be found in **Addendum A**, which is incorporated into this Agreement by reference.

4.2 **Retainer Payment Terms.** In consideration for the Services provided under this Agreement, the Client shall pay the Company based on the Retainer Tier currently in effect as agreed upon below. This payment obligation will stand unless the Client elects a new retainer tier, in which case the terms of the new option will apply following a duly executed amendment to this Agreement.

Table 1 Retainer Selected

Retainer Tier	Monthly Hours Included	Minimum Period	Monthly Amount (Excl. Taxes)
Manage Retainer	80 Hours	3 Months	$ 7,200

4.3 The Company shall invoice the Client once every month and such invoices shall be due and payable within thirty (30) days of the Client's receipt of the invoice.

4.4 **Retainer Fee and Overtime.** The Client agrees to pay a fixed monthly retainer fee, which covers the availability of the Company's services for up to the agreed hours each month. This fee is due in full at the end of each month, irrespective of whether the agreed hours have been fully utilised. If the service needs exceed the agreed hours, overtime rates will apply for additional hours as specified in **Section 5**.

4.5 Any incidental expenses which may arise, such as software licenses, travel or accommodation, where the Client insists on having the Company at their office, will be covered by the Client.

4.6 **Late Payment Penalty**. If payment is not received by the due date, the Company will send written notice. The Client then has a 7-day grace period to pay without penalties. After this grace period, interest will accrue on the unpaid balance at a rate of **15% per month**. If any payment remains delinquent for thirty (30) days following the due date, the Company reserves the right to terminate the contract and seek any other legal remedies available. Additionally, the Client shall be responsible for any legal fees and costs incurred by the Company in enforcing this provision.

5. OVERTIME AND TIER UPGRADE OPTIONS

5.1 **Overtime Rates**. Should the services rendered exceed the agreed-upon hours within any month, the Client will be billed for overtime. The Client may utilise up to an **additional 20% of the base hours** at the same prevailing retainer rate. Overtime hours exceeding this additional 20% will be billed at a rate of **$ 180 per hour**. The Company shall notify the Client when the agreed hours are approaching 80% utilisation to provide the Client with the option to manage remaining hours or prepare for potential overtime charges.

5.2 **Retainer Tier Upgrades**. The Client may opt to upgrade to a higher-tier retainer package at any time, subject to availability and the Company's agreement. For example, the Client may move from the standard retainer of 80 hours per month to a 160-hour per month tier or another predefined tier that better suits their needs. Requests for tier upgrades must be submitted in writing and will take effect from the beginning of the following billing cycle. **Retainer Tier Options** are provided in **Addendum A**.

5.3 **Retainer Tier Downgrades.** The Client may opt to downgrade to a lower-tier retainer package with a minimum of one calendar month's notice, subject to availability and the Company's agreement. For example, the Client may move from a 160-hour per month tier to the lower retainer of 80 hours per month or another predefined tier that better meets their current needs. Requests for tier downgrades must be submitted in writing and will take effect from the beginning of the billing cycle following the notice period. **Retainer Tier Options** are provided in **Addendum A**.

6. CONFIDENTIALITY

6.1 The Company shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or pricing (the "Confidential Information"), nor make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, nor use Confidential Information other than solely for the benefit of the Client.

6.2 Notwithstanding the stipulations of clause 6.1 information shall be deemed not to be Confidential Information, and the provisions of clause 6 shall not apply to a Party in connection with any information which:

　　a) is or becomes generally available to the public other than as a result of disclosure by the Principle;

　　b) is or was independently developed by the Agent or on its behalf by persons having no access to such Confidential Information; or

　　c) was in such third party's possession prior to the date of disclosure to such party.

7. NON-COMPETITION AND NON-SOLICITATION

During the term of this Agreement and for 6 months thereafter, the Company

7.1 Shall not engage directly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in competition with the Client's competitor unless the Company has established and disclosed relationship with the Client's customers prior to this Agreement;

7.2 Shall not, directly or indirectly, recruit, solicit, induce any of the Client's employees, or contractors for work at another company

In the same capacity, the Client

7.3 Shall not engage directly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in competition with the Company's customers unless the Client has established and disclosed relationship with the Company's customers prior to this Agreement;

7.4 Shall not, directly or indirectly, recruit, solicit, induce any of the Company's employees, or contractors for work at another company.

8. INTELLECTUAL PROPERTY

8.1 Ownership

All Intellectual Property Rights (IPR) developed or conceived by the Company in the course of performing services under this Agreement, including but not limited to inventions, copyrights, patents, trademarks, trade secrets, know-how, data, and moral rights, shall be the exclusive property of the Client, subject to the following exceptions:

a) The Company retains the right to use and apply the general skills, knowledge, experience, ideas, concepts, know-how, and techniques that are acquired during the course of providing the services hereunder.

b) The Company retains the right to develop, use, and commercialize any tools, technologies, software, methodologies, or intellectual property created independently of the services provided under this Agreement, even if similar to those possibly used in the course of providing services to the Client.

c) Any pre-existing intellectual property owned by the Company prior to entering into this Agreement, and any developments made independently of this Agreement, shall remain the sole property of the Company.

d) The Company acknowledges and agrees that it does not acquire any ownership rights in the Client's Pre-Existing IPR (as defined below).

e) The Client acknowledges and agrees that it does not acquire any ownership rights in the Company's Pre-Existing IPR(as defined below).

8.2 Pre-Existing IPR

a) For the purposes of this Agreement, "Pre-Existing IPR" shall mean any intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, and proprietary knowledge, that are owned or controlled by a party prior to the commencement of the collaboration under this Agreement.

8.3 Assignment

a) The Company hereby assigns, transfers, and conveys to the Client all right, title, and interest in and to the IPR created under this Agreement. The Company agrees to execute all documents and take all other actions reasonably necessary to perfect such assignment and to assist the Client in obtaining and enforcing any patents, copyrights, trademarks, or other registrations relating to the IPR.

8.4 Confidentiality of Client's IPR

a) The Company agrees to hold in confidence and not to disclose to any third party any of the Client's Pre-Existing IPR or any confidential information relating to the Client's business without the Client's prior written consent.

8.5 Moral Rights

a) Both parties waive all moral rights it may have in the IPR created under this Agreement.

8.6 Representations and Warranties

a) The Company represents and warrants that the Services will not infringe upon any IPR of any third party. The Company agrees to indemnify and hold harmless the Client from all claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to any infringement of a third party's IPR by the Services.

9. INSURANCE

9.1 General Liability Insurance

    a)   Each Party (the "Insured Party") shall maintain, at its own expense, general liability insurance with a reputable insurance company, with limits of liability deemed commercially reasonable by the Insured Party, against claims for bodily injury, death, and property damage arising out of or in connection with the performance of its obligations under this Agreement.

    b)   The Insured Party shall provide the other Party with a certificate of insurance evidencing such coverage upon request and within ten (10) business days of the Effective Date and thereafter annually.

9.2 Professional Liability Insurance

    a)   The Company shall, at its own expense, maintain, in addition to the general liability insurance required under Section 9.1 professional liability insurance with a reputable insurance company, with limits of liability deemed commercially reasonable by the Company, to cover claims arising out of errors or omissions in the performance of services under this Agreement.

    b)   The Company shall provide the Client with a certificate of insurance evidencing such coverage upon request and within ten (10) business days of the Effective Date and thereafter annually.

10.   INDEMNITY

The Client agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

11.   NO PARTNERSHIP

No agency, employment, partnership or joint venture shall be deemed to have been created, nor exist between the Parties by virtue of this Agreement. The businesses operated and conducted by each Party shall remain separate and apart from that which is operated by the other. Neither Party shall have the authority to act for, or on behalf of the other, unless otherwise provided for in this Agreement.

12.   LOGO USAGE

Client hereby grants Melio AI the right to use the Client's logo and name for the purpose of marketing and promoting the services provided under this Retainer Agreement and any associated Project Engagement Letters or Statements of Work. Melio AI may display the Client's logo on its website, marketing materials, case studies, and other promotional content related to the services rendered.

Client retains the right to revoke this logo usage permission at any time during the term of this agreement by providing written notice to Melio AI. Upon receipt of such notice, Melio AI shall promptly cease using the Client's logo and name for promotional purpose.

13.   GENERAL

11.1 Governing Law

    a)   This Agreement shall be governed, interpreted and construed in accordance with the laws of South Africa.

11.2 Whole Agreement

a) This document contains the entire Agreement between the parties in regard to the subject matter hereof.

b) No party shall be bound by, or have any claim or right of action arising from, any express and/or tacit and/or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this Agreement, whether it induced the contract and/or whether negligent or otherwise.

11.3 Non Variation

a) No variation, modification, amendment or agreed cancellation of all or any terms of this Agreement including this non variation clause, part or annexure thereto, or consent to any departure therefrom, shall in any way be of any force or effect, unless agreed in writing, expressed to be an amendment or addendum to this Agreement and signed by the Parties, and then such variation, modification, amendment or consent shall be effective only in the specific instance and for the purpose and to the extent for which it is made or given.

11.4 Non-Waiver

a) The failure by any party to enforce any provision of this Agreement or right arising out of or in connection with this Agreement shall not constitute a waiver of such provision or right or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

b) No settlement of any disputes arising under this Agreement and no latitude, extension of time, waiver or other indulgence of any of the provisions or terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the parties. Any such latitude, extension of time, waiver or other indulgence which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given and shall not operate as an estoppel against any Party in respect of its rights under this Agreement.

11.5 Rights Accrued Prior To Termination

a) The expiry or termination of this Agreement shall not prejudice the rights of any party accrued in respect of any breach or non-performance by any other party of any of the terms or conditions hereof prior to the expiry or termination hereof and shall not affect the rights of the parties which specifically or by their nature survives the termination of the Agreement.

11.6 Remedies Non Exclusive

a) The remedies specified in or under this Agreement are not exclusive and are in addition to any other rights and remedies available to any party at law.

11.7 Indivisibility

a) This Agreement shall be indivisible, save that should it transpire that any part or parts thereof are invalid or unenforceable, such invalid or unenforceable parts shall be severable so that the remaining parts which are valid and enforceable shall remain valid and shall not also be tainted by such invalidity or unenforceability.

11.8 Assignment

a) Save as expressly provided for in terms of this Agreement, no party shall be entitled to cede, assign, delegate or otherwise transfer all or any of its rights, interest or obligations under and in terms of this Agreement without the prior written consent of the other Party.

11.9 Signature

a) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed shall be an original, but all such counterparts together shall constitute one and the same instrument.

b) The parties signing this Agreement in a representative capacity warrant their authority to do so.

_____, _____   _____, _____
(place)   *(date)*   *(place)*   *(date)*

_____   _____
(signature)   *(signature)*
THE COMPANY   **THE CLIENT**
Merelda Wu – CEO and Co-Founder

ADDENDUM A: RETAINER TIER OPTIONS

This addendum presents Melio's current Retainer Tier Options available to the Client. Please note that these rates are for 2025 only and are subject to change from 2026.

Retainer Tier	Description	Monthly Hours Included	Minimum Term	Monthly Fee Payable
Advisory Retainer	Empower your team with expert guidance from experienced solutions architects, data scientists, and DevOps engineers. This retainer is designed to help your team navigate complex challenges with confidence, minimize costly mistakes, and accelerate decision-making with specialist insights tailored to your unique goals.	40 Hours	3 Months	**$ 7,200**
Manage Retainer	The engineering and support team provides platform maintenance and support to ensure smooth operations. Development is primarily focused on bug resolution and minor updates. This retainer is ideal for companies that need ongoing technical support to maintain their systems and address issues as they arise without significant changes or new feature developments.	80 Hours	3 Months	**$ 8,000**
Grow Retainer	The Grow Retainer is designed for companies looking to expand their current systems with new features and improvements. It includes support and development services, such as implementing new AI and platform functionality, optimising performance, and ensuring existing solutions are stable. This retainer is suitable for businesses in a growth phase that require maintenance and enhancements with proactive technical strategies to support their expansion.	160 Hours	3 Months	**$ 14,500**

Additional options or a request for a specific variation of the retainer can be agreed and included as an addendum to the original contract.