SERVICES AGREEMENT

This Services Agreement ("Agreement") is dated and effective as of July 16th, 2021 ("Effective Date") by and between Samsung Semiconductor, Inc., a California corporation, having a place of business at 3655 N. 1st Street, San Jose, CA 95134 ("Samsung"), and O'Connor Enterprise Group, Inc. (DBA: EPC Group) a Nevada Corporation, having its business address at 4900 Woodway Drive, Suite 830, Houston, TX 77056 ("Company"). Samsung and Company may be referred to as a "party" or collectively as the "parties".

DESCRIPTION

Company agrees to perform Services to Samsung under the terms and conditions of this Agreement.

The parties agree to be legally bound as follows:

1. Services.

(a) Scope. In accordance with the terms of this Agreement, the Company shall perform all the work and services and provide the materials and deliverables to Samsung as set forth in Exhibit A to this Agreement, which is attached hereto and incorporated by reference ("Services"). The parties may execute additional Exhibit A attachments describing additional Services from time to time and referring to this Agreement, and each such subsequent Exhibit A, Exhibit A-1, A-2, shall be governed by the terms of this Agreement.

(b) Timing. Company agrees that TIME IS OF THE ESSENCE in performance of this Agreement. Company agrees to meet the milestones and schedules set forth in Exhibit A and shall perform all obligations and Services in a timely manner without excuse or delay. If at any time Company anticipates a delay in meeting timelines, milestones, schedules or target dates either due to changes to the Services requested by Samsung or other causes beyond Company's control, then Company shall promptly notify Samsung.

(c) Term. The term of this Agreement will commence on the Effective Date and will conclude on the scheduled date of completion (unless extended by consent of Samsung) listed in each respective Exhibit A or upon the termination in accordance with the terms of this Agreement ("Term"). All accrued obligations and duties pursuant to this Agreement and arising prior to the conclusion of the Term shall remain enforceable.

(d) Payment. As sole compensation for the performance of the Services, Samsung will pay Company the amounts designated in Exhibit A for work properly performed in accordance with this Agreement. Company will receive no license fee, royalty, or other payment on the production or distribution of any products developed in connection with or based upon the Services. In the event that any Services are incomplete or are not performed per the terms of this Agreement, or in the event of a non-conforming deliverable, Samsung may withhold such amount and offset and deduct against such amount any damages incurred by Samsung due to such failure by the Company, subject to providing the Company with three (3) days in which to remedy such defect. Any payment by Samsung shall not be deemed acceptance of any deliverable. For disputed invoices or the disputed portion of an invoice, Samsung shall use reasonable efforts to provide to Company, in writing, within ten (10) business days of receiving the subject invoice, a description of the disputed amounts. Samsung and Company shall negotiate in a timely, good faith manner to resolve billing queries. Unless otherwise specifically stated in Exhibit A: (1) Payments shall be made in accordance with the mutually agreed upon payment terms set forth in the applicable Exhibit A; (2) Any expenses incurred by Company in performing the Services will be the sole responsibility of Company; (3) Company will invoice Samsung on a monthly basis; and (4) Payments by Samsung shall be made net thirty (30) days following receipt of an invoice and the deliverables associated with such milestone for Services properly performed and delivered.

Company will build and deploy a SharePoint Server 2019 system based upon the results obtained in the design process. Activities for this phase will include the following, as available within the hours procured:

1. Build: Company will configure and deploy the SharePoint solution and deliver a completely functional system consistent with the project goals as well as the technical designs set out during the prior process:
    a. Implement custom UI and UX features as required (look-and-feel, branding, navigation, etc.)
    b. Implement Font, logo, and color customization
    c. Implement custom navigation
    d. Implement custom web parts
    e. Implement custom sites and site collections
    f. Implement custom search solution
    g. Integrate SharePoint with Samsung's enterprise applications (such as existing email service) to ensure transparent and continuous cross-department and enterprise-wide collaboration
    h. Implement additional SharePoint customizations to best serve the needs of Samsung's business teams

2. Quality Assurance and Testing: Company will review the deployed solution to ensure it fulfills all requirements:
    a. Ensure the framework, branding, and look and feel of the new SharePoint Server 2019 system is consistent with the requirements of Samsung.
    b. On-board pilot users to review and test the SharePoint solution
    c. Ensure all customizations, Integrations, and feature configurations on the new SharePoint system are working as required.
    d. Implement changes and modifications as needed.

3. *ORG CHART (60 HOURS):*
    a. Hierarchy Navigation
    b. Search employee by name, email, AD ID, etc. (flexibility in name search such as with legal name, nickname, full name)
    c. Drill Down Hierarchy
    d. Employee Profile Details
    e. See employee profile details such as name, job title, manager, department, contact info, etc.
    f. Photo
    g. Org chart can use either employee badge photo or upload their own photo
    h. Check Photo Policy
    i. Phone/Zoom/Email Integration
    j. Office Hour Status (Online, Offline, OOO, In Meeting)

3.A - IMPLEMENTATION

3.3 TRAINING PLAN

During the Project, Company will conduct informal knowledge sharing (on-the-job training). After the successful deployment of the system, Company will design and provide Samsung stakeholders with formal training and training materials (PDFs, slides, video libraries, etc.) to ensure the personnel assigned to support, develop, manage or operate the system are apprised of the contents of each environment.

4.0 ASSUMPTIONS

Certain assumptions have been made in estimating and determining project cost and feasibility. These assumptions include the following:

- Samsung's project team will be readily available for key decision making during the project
- All licensing will be purchased by Samsung
- Company will be allowed to establish a connection to Samsung's SharePoint environment to carry out the technical activities described in this SOW
- Samsung acknowledges and agrees that the block of time purchase is non-refundable, non-creditable, noncancelable, and not subject to any delay or set-off.
- Company will be provided remote access (i.e. VPN, etc.) to Samsung's organization to conduct the technical activities described in this SOW

IN WITNESS WHEREOF, the parties hereto hereby entered into this Exhibit A as of the commencement date set forth above.

SAMSUNG SEMICONDUCTOR, INC.		COMPANY	
By:	[SIGNATURE REDACTED - ORIGINAL RETAINED BY EPC GROUP]	By:	[SIGNATURE REDACTED - ORIGINAL RETAINED BY EPC GROUP]
Date:	7-22-21	Date:	7-21-21
Name:	[CLIENT SIGNATORY NAME REDACTED]	Name:	Errin O'Connor
Title:	CHO	Title:	Founder/CEO

COMMENTS PROVIDED- SAMSUNG LEGAL GL