Professional Services Agreement

Parties:

This Professional Services Agreement ("Agreement") is entered into between:

Tech Solutions Innovate Ltd., a corporation organized and existing under the laws of California, with its principal place of business located at 123 Tech Street, Silicon Valley, CA 94010 (hereinafter referred to as the "Company"),

and

John Smith, an individual providing services under the laws of California, with a business address at 456 Main Street, San Francisco, CA 94102 (hereinafter referred to as the "Service Provider").

Scope of Work:

The Company hereby engages the Service Provider to provide the following services ("Services"):

Development and implementation of a custom software solution on a full-time basis

Maintenance and support for existing software systems

Integration of third-party APIs for enhanced functionality

Term:

This Agreement shall commence on July 1, 2025, and shall continue in full force and effect until the completion of the Services, estimated to be on June 30, 2026, unless terminated earlier as provided herein.

Compensation:

In consideration for the Services performed by the Service Provider, the Company agrees to pay the Service Provider a monthly fee of $8,000 USD according to the following terms:

Payment of $8,000 USD shall be made on the 15th day of each month.

Payment to be transferred to employees USDC address: **0xd3443ee1e91af28e5fb858fbd0d72a63ba8046e0**

Ownership of Work Product:

Any work product, including but not limited to reports, documents, or deliverables, produced by the Service Provider in the course of providing the Services shall belong exclusively to the Company.

Confidentiality:

The Service Provider agrees to keep confidential all information received from the Company during the term of this Agreement and thereafter, except as required by law.

Termination:

Either party may terminate this Agreement upon written notice to the other party if there is a material breach of any provision of this Agreement, which breach is not cured within 30 days of written notice.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of California.

General Provisions:

Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

Amendment: This Agreement may only be amended in writing and signed by both parties.

Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

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

Tech Solutions Innovate Ltd.

By: Jane Doe

Title: CEO

Date: July 1, 2025

John Smith

By: John Smith

Title: Service Provider

Date: July 1, 2025