# Company Employee

## CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT** is made on this **10th** day of **December**, **2025**, by and between **[Quantum Leap Solutions, Inc.]** ("Company") and **[Alex R. Chen]** ("Consultant").

1. SCOPE OF SERVICES

The Consultant agrees to perform services as requested by the Company, specifically including, but not limited to, Advanced Data Analysis and Pipeline Optimization. The Company reserves the right to unilaterally modify the scope, deliverables, and deadlines at any time without prior notice or adjustment to compensation.

## 2. TERM AND TERMINATION

- **A. Company Rights:** The Company may terminate this Agreement immediately at any time, with or without cause, and without penalty.

- **B. Consultant Rights:** The Consultant may only terminate this Agreement upon providing one hundred and twenty (120) days' written notice. Early termination by the Consultant shall result in a penalty fee equal to 50% of total fees paid to date.

## 3. COMPENSATION AND PAYMENT

- **A. Payment Terms:** The Company shall pay the Consultant **$75** per hour. Payment shall be made **Net-90 days** after the Company has received payment from its own clients for the relevant project (e.g., the "Project Alpha" deliverable).

- **B. Satisfaction Clause:** The Company reserves the right to withhold or reduce payment if, in its sole discretion, the work product does not meet the Company's subjective standards of quality, specifically concerning **code efficiency and comment clarity**.

- **C. Expenses:** The Consultant shall bear all expenses incurred in the performance of services, including travel, software licenses (e.g., **Advanced Statistical Modeling Suite**), and equipment.

## 4. INTELLECTUAL PROPERTY (IP)

- **A. Work Product:** Consultant agrees that all work, ideas, inventions, and code created during the term of this Agreement—whether created during business hours or on the Consultant's personal time—shall be the sole and exclusive property of the Company.

- **B. Pre-existing IP:** Consultant hereby assigns to the Company all rights to any intellectual property the Consultant developed prior to this Agreement that is in any way related to the Company's business, specifically including the **"Mercury" data indexing algorithm**.

- **C. Moral Rights:** Consultant irrevocably waives all moral rights to the work product.

## 5. EXCLUSIVITY

During the term of this Agreement, the Consultant shall not provide services to any other entity, person, or business without the express written consent of the Company.

## 6. INDEMNIFICATION AND LIABILITY

- **A. Indemnity:** The Consultant agrees to indemnify, defend, and hold harmless the Company from any and all claims, damages, losses, and expenses (including legal fees) arising out of the Consultant's work, regardless of whether the Company was partially at fault.

- **B. Limitation of Liability:** The Company's total liability to the Consultant under this Agreement for any cause whatsoever shall not exceed the total fees paid to the Consultant in the one (1) month preceding the claim.

## 7. NON-COMPETE AND NON-SOLICITATION

- **A. Non-Compete:** For a period of **three (3) years** following the termination of this Agreement, the Consultant shall not work for, consult with, or own any interest in any business that competes with the Company anywhere in the world.

- **B. Liquidated Damages:** Breach of this section shall result in immediate liquidated damages of **$50,000 USD** payable by the Consultant to the Company.

## 8. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall be resolved by binding arbitration located in Santa Clara, California. The Consultant agrees to pay all

costs associated with the arbitration, including the Company's legal fees, regardless of the outcome.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

| Signature Block | Company | Consultant |
|---|---|---|
| **Representative Name** | Eleanor Vance, CEO | Alex R. Chen |
| **Signature** | (Sign for Company) | (Sign for Consultant) |