PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Client Co. ('Client') and
Jane Doe ('Consultant'), effective as of November 26, 2025 ('Effective Date').

1. SCOPE OF SERVICES: Consultant agrees to provide the following specific services:
   a) Develop Python backend using FastAPI for 'Project X'
   b) Implement RESTful API endpoints as defined in the Architecture Doc
   c) Write unit tests with >80% code coverage
   d) Provide weekly status reports via email every Friday

2. COMPENSATION: Client shall pay Consultant at a rate of $150 per hour.
   Invoices shall be submitted monthly and are payable Net 30 days.

3. INTELLECTUAL PROPERTY: Upon full payment, Consultant assigns to Client
   all right, title, and interest in the Work Product.
   Consultant retains ownership of pre-existing IP and background technology.

4. CONFIDENTIALITY: Both parties agree to keep confidential all non-public
   information disclosed during the term of this Agreement for a period of 5 years.

5. TERMINATION: Either party may terminate this Agreement with 30 days'
   written notice. Client shall pay for all services performed up to
   the termination date.

6. LIMITATION OF LIABILITY: Consultant's liability shall be limited to the total fees
   paid by Client in the 12 months preceding the claim, except in cases
   of gross negligence or willful misconduct.

7. CHANGE MANAGEMENT: Any changes to the scope of services must be agreed upon
   in writing by both parties via a formal Change Order, including adjustments
   to fees and timeline.

8. DELIVERABLE ACCEPTANCE: Client shall have 5 business days to review deliverables.
   Deliverables are deemed accepted if no written objection is received within this period.

9. WARRANTY: Consultant warrants that the Services will be performed in a professional manner and the Work Product will be free from material defects for a period of 90 days after delivery.

10. DISPUTE RESOLUTION: Any disputes arising from this Agreement shall be resolved through binding arbitration in San Francisco, CA.

11. INDEPENDENT CONTRACTOR: Consultant is an independent contractor, not an employee.