AGREEMENT FOR PROFESSIONAL SERVICES

This Service Agreement ("Agreement") is entered into as of [DATE]

BETWEEN:

Oloxa.ai (hereinafter "Service Provider") Email: sway@oloxa.ai

AND:

AMA Capital (hereinafter "Client") Attn: Eugene Owusu Email: owusu@amacptl.com

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1. SCOPE OF SERVICES

1.1 Phase 1: Automated Document Detection & Identification

The Service Provider agrees to deliver the following:

System Deliverables: - Complete email-to-AI document processing system - Automated identification and labeling of up to 18 document types - Real-time checklist tracking of received documents - Google Sheets integration for deal status monitoring

Supporting Deliverables: - Weekly progress updates during development - Weekly check-ins during testing phase - PDF documentation ("How to Use the System") - Live training walkthrough of the workflow - Metrics tracking (time saved, accuracy rates, deal throughput) - Post-launch refinement based on feedback (included in Phase 1)

1.2 Performance Targets

The system aims to achieve: - 50-80% reduction in document processing time per deal (from 5-10 hours to 1-4 hours) - Increased deal capacity from approximately 6 deals/year toward 9-10 deals/year

Accuracy Safeguards: - Low-confidence items flagged for manual review - Unrecognized documents flagged as "Unknown - needs review" - Client retains final verification authority on all classifications

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2. CLIENT OBLIGATIONS

The Client agrees to provide:

1. **Document Samples:** 5 client examples, each containing at least the 4 main document types
2. **Existing Prompts:** Current ChatGPT prompts used for manual document analysis
3. **Email Configuration:** Confirmation of forwarding address preference
4. **Timely Feedback:** Responsive communication during testing phase
5. **Testing Participation:** Run real deals through system during User Acceptance Testing

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3. PROJECT TIMELINE

Phase	Duration	Description
Development & Integration	3 weeks	Building Phase 1 system
System Deployment	1 week	Integration and setup
User Acceptance Testing	3 weeks	Testing with ongoing support
Total	**~7 weeks**	

The timeline begins upon receipt of required document samples from the Client.

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4. VALUE EXCHANGE & COMPENSATION

4.1 Nature of Engagement

This engagement operates on a **value exchange model** with no monetary payment for Phase 1. Both parties contribute value as outlined below.

4.2 Service Provider Contribution (Oloxa.ai)

Oloxa.ai agrees to deliver all services outlined in Section 1 at no monetary cost, representing an estimated value of €2,400 based on development time and expertise.

4.3 Client Contribution (AMA Capital)

In exchange for the services provided, Client agrees to contribute:

Time Investment: - Providing document samples and existing prompts - Participating in feedback sessions during development - Active testing participation during User Acceptance Testing phase - Timely communication and responsiveness

Testimonials (upon satisfaction with Phase 1): - One (1) video testimonial (2-3 minutes recommended) - One (1) written testimonial (150-300 words recommended)

Testimonials shall be provided within 30 days of Phase 1 completion and Client's confirmation of satisfaction. Service Provider may use testimonials for marketing and portfolio purposes.

4.4 Future Phases

Compensation for Phase 2 (Automated Reply System) and Phase 3 (LLM Document Integration) shall be discussed and agreed upon separately following the successful completion of Phase 1 and mutual satisfaction of both parties. Future phases may include monetary compensation.

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5. INTELLECTUAL PROPERTY

- All custom workflows, configurations, and integrations developed specifically for Client shall be owned by Client upon full payment
- Service Provider retains rights to general methodologies, frameworks, and non-client-specific components
- Service Provider may reference this engagement in portfolio/marketing materials (excluding confidential business information)

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6. CONFIDENTIALITY

Both parties agree to maintain confidentiality of: - Client's business documents and deal information - System configurations and access credentials - Financial terms of this Agreement

This obligation survives termination of this Agreement.

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7. LIMITATION OF LIABILITY

- Service Provider's total liability shall not exceed the total fees paid under this Agreement
- Service Provider is not liable for indirect, consequential, or incidental damages
- Client acknowledges that AI-based systems require human oversight and final verification

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8. TERMINATION

- Either party may terminate with 14 days written notice
- Upon termination, Client pays for work completed to date
- Service Provider delivers all work product completed at time of termination

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9. SATISFACTION GUARANTEE

If performance targets outlined in Section 1.2 are not substantially met after good-faith testing and refinement efforts: - Service Provider commits to continued diagnosis and fixes at no additional cost until mutually agreed resolution - Weekly tracking and transparent communication of progress toward targets

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10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

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11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, proposals, and agreements.

SIGNATURES:

Service Provider - Oloxa.ai

Signature: _____

Name: _____

Date: _____

Client - AMA Capital

Signature: _____

Name: Eugene Owusu

Date: _____

End of Agreement