

# PROFESSIONAL SERVICES AGREEMENT

*(Phase 1 – Pilot Engagement)*

This Service Agreement (“Agreement”) is entered into as of December 18th, 2025, by and between:

**Service Provider**

Oloxa.ai

Email: sway@oloxa.ai

**Client**

AMA Capital

Attn: Eugene Owusu

Email: owusu@amacptl.com

---

## 1. SCOPE OF SERVICES

### 1.1 Phase 1 – Automated Document Detection & Identification

Oloxa.ai will design and implement an automated document processing system focused on the identification and classification of four (4) core document types used in the Client’s deal workflow.

## Core Deliverables

- Email-to-AI document processing workflow
- Automated identification and labeling of four (4) primary document types
- Real-time checklist tracking of received documents
- Google Sheets integration for deal status monitoring

## Support & Enablement - Weekly development updates

- Weekly check-ins during testing
  - PDF user guide (“How the System Works”)
  - Live training walkthrough
  - Basic metrics tracking (time saved, accuracy indicators, deal throughput)
  - Post-launch refinements based on feedback (included in Phase 1)
- 

## 1.2 PERFORMANCE BENCHMARKS (NON-GUARANTEED)

The system is designed to aim toward:

- A 50–80% reduction in document processing time per deal
- Increased annual deal capacity (approximately 6 → 9–10 deals)

Safeguards - Low-confidence classifications flagged for manual review

- Unrecognized documents clearly flagged for follow-up
- Client retains final review and decision authority

These benchmarks are targets, not guarantees, and depend on document quality, volume, and real-world usage.

---

## 2. CLIENT RESPONSIBILITIES

The Client agrees to provide:

1. A minimum of five (5) representative deal samples containing the four core document types
    - *Twenty (20) samples are recommended to improve system accuracy and reliability*
  2. Existing ChatGPT prompts currently used for manual document review
  3. Email forwarding preferences and access confirmations
  4. Timely feedback during development and testing
  5. Participation in real-deal testing during User Acceptance Testing (UAT)
- 

## 3. PROJECT TIMELINE

Phase	Duration
Development & Integration	~3 weeks
Deployment & Setup	~1 week
User Acceptance Testing	~3 weeks
Total Estimated Duration	~7 weeks

The timeline begins once the minimum required document samples have been received.

---

## **4. VALUE EXCHANGE & COMPENSATION**

### **4.1 Phase 1 Engagement Model**

Phase 1 is provided at no monetary cost as a pilot engagement based on mutual value exchange.

### **4.2 Service Provider Contribution**

Oloxa.ai provides Phase 1 services at an estimated value of €2,400, based on development time and expertise.

### **4.3 Client Contribution**

In exchange, the Client agrees to:

- Actively participate in feedback sessions and testing
- Provide timely communication and required inputs

Upon confirmed satisfaction with Phase 1, the Client agrees to provide:

- One (1) video testimonial
- One (1) written testimonial

Testimonials shall be delivered upon confirmation of satisfaction and no later than thirty (30) days following Phase 1 delivery. Oloxa.ai may use testimonials for marketing and portfolio purposes.

---

## **5. FUTURE PHASES**

Any additional phases (including but not limited to automated replies or advanced LLM document integrations) will be scoped and agreed upon separately.

All future phases will involve monetary compensation under a separate written agreement.

---

## **6. INTELLECTUAL PROPERTY**

- Client owns all client-specific workflows and configurations created during Phase 1
  - Oloxa.ai retains ownership of general methods, frameworks, and reusable components
  - Oloxa.ai may reference this engagement publicly, excluding confidential business information
- 

## **7. CONFIDENTIALITY**

Both parties agree to keep confidential:

- Client documents and deal information
- System access credentials and configurations
- Non-public terms of this Agreement

These obligations survive termination.

---

## **8. LIMITATION OF LIABILITY**

- Oloxa.ai is not liable for indirect, incidental, or consequential damages
  - The Client acknowledges that AI-based systems require human oversight and verification
- 

## **9. TERMINATION**

Either party may terminate this Agreement with 14 days written notice.

Upon termination:

- No payment obligations apply for Phase 1
  - All completed work to date will be delivered to the Client
- 

## **10. GOVERNING LAW**

This Agreement is governed by the laws of the Federal Republic of Germany.

---

## **11. ENTIRE AGREEMENT**

This Agreement represents the complete understanding between the parties and supersedes all prior discussions.

---

## **SIGNATURES**

Oloxa.ai

Signature: \_\_\_\_\_

Name: Sway Clarke

Date: \_\_\_\_\_

AMA Capital

Signature: \_\_\_\_\_

Name: Eugene Owusu

Date: \_\_\_\_\_