

PROFESSIONAL SERVICES AGREEMENT

Agreement No.: PSA-2024-001

Effective Date: March 1, 2024

PARTIES

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date set forth above, by and between:

CLIENT:

TechCorp Industries, Inc.

A Delaware corporation

123 Business Park Drive

San Francisco, CA 94105

("Client" or "Company")

SERVICE PROVIDER:

Strategic Solutions LLC

A California limited liability company

456 Consultant Way, Suite 200

Los Angeles, CA 90210

("Consultant" or "Provider")

RECITALS

WHEREAS, Client desires to engage Consultant to provide digital marketing strategy and implementation services; and

WHEREAS, Consultant has the expertise, experience, and resources necessary to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Services Description

Consultant shall provide the following services ("Services"):

- Digital marketing strategy development and planning
- Search engine optimization (SEO) analysis and implementation

- Social media marketing campaign management
- Performance analytics and monthly reporting
- Marketing automation setup and optimization

1.2 Deliverables

Consultant shall deliver the following specific deliverables:

- Initial marketing audit and strategy document (within 30 days)
- Monthly performance reports (by the 5th of each month)
- Quarterly strategy reviews and recommendations
- Campaign assets as specified in attached Exhibit A

1.3 Performance Standards

Consultant agrees to perform all Services in a professional and workmanlike manner in accordance with industry best practices and applicable professional standards.

2. TERM AND TERMINATION

2.1 Term

This Agreement shall commence on March 1, 2024, and shall continue for an initial term of twelve (12) months, unless earlier terminated in accordance with this Agreement.

2.2 Renewal

This Agreement may be renewed for additional one-year terms upon mutual written agreement of the parties.

2.3 Termination for Convenience

Either party may terminate this Agreement at any time with sixty (60) days prior written notice to the other party.

2.4 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

- Materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice
- Becomes insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy

2.5 Effect of Termination

Upon termination, all rights and obligations shall cease except those that by their nature should survive termination.

3. COMPENSATION AND PAYMENT TERMS

3.1 Fees

Client shall pay Consultant the following fees:

- Monthly retainer: \$8,500 per month
- Additional services: \$175 per hour for work outside the scope defined in Section 1.1
- Reimbursable expenses: Pre-approved out-of-pocket expenses at cost

3.2 Payment Terms

- Monthly retainer fees are due and payable in advance on the first day of each month
- Invoices for additional services and expenses shall be submitted monthly and are due within thirty (30) days of receipt
- Late payments shall incur a service charge of 1.5% per month

3.3 Taxes

Each party shall be responsible for its own taxes arising from or relating to this Agreement.

4. CONFIDENTIALITY

4.1 Confidential Information

Each party acknowledges that it may receive confidential and proprietary information of the other party, including but not limited to business plans, customer lists, financial information, marketing strategies, and technical data ("Confidential Information").

4.2 Non-Disclosure Obligation

Each party agrees to:

- Hold all Confidential Information in strict confidence
- Not disclose Confidential Information to any third party without prior written consent
- Use Confidential Information solely for the purposes of this Agreement
- Return or destroy all Confidential Information upon termination

4.3 Exceptions

The obligations in this Section shall not apply to information that:

- Is publicly available through no breach of this Agreement
- Is rightfully known prior to disclosure
- Is independently developed without use of Confidential Information

5. INTELLECTUAL PROPERTY

5.1 Work Product

All deliverables, reports, recommendations, and other work product created by Consultant specifically for Client under this Agreement ("Work Product") shall be the exclusive property of Client.

5.2 Pre-Existing Materials

Consultant retains ownership of all pre-existing intellectual property, methodologies, and general knowledge used in performing the Services.

5.3 License Grant

Consultant grants Client a perpetual, non-exclusive, royalty-free license to use any pre-existing materials incorporated into the Work Product.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations

Each party represents and warrants that:

- It has full corporate power and authority to enter into this Agreement
- The execution and performance of this Agreement has been duly authorized
- This Agreement constitutes a valid and binding obligation

6.2 Consultant Representations

Consultant additionally represents and warrants that:

- It has the necessary expertise and resources to perform the Services
- The Services will be performed in a professional manner
- The Services will not infringe upon any third-party rights

7. INDEMNIFICATION

7.1 Mutual Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, losses, and expenses arising from:

- Breach of this Agreement by the indemnifying party
- Gross negligence or willful misconduct of the indemnifying party
- Violation of applicable laws by the indemnifying party

8. LIMITATION OF LIABILITY

8.1 Limitation

EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8.2 Exclusion of Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

9. INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall be solely responsible for all taxes, insurance, and benefits related to its performance under this Agreement.

10. GENERAL PROVISIONS

10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

10.2 Dispute Resolution

Any disputes arising under this Agreement shall be resolved through binding arbitration under the rules of the American Arbitration Association.

10.3 Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

10.4 Amendment

This Agreement may only be amended by written agreement signed by both parties.

10.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.6 Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including acts of God, war, terrorism, or government regulations.

10.7 Notices

All notices required under this Agreement shall be in writing and delivered to the addresses set forth

above, or such other address as may be designated in writing.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

TECHCORP INDUSTRIES, INC.

By: _____

Name: Sarah Johnson

Title: Chief Marketing Officer

Date: _____

STRATEGIC SOLUTIONS LLC

By: _____

Name: Michael Chen

Title: Managing Partner

Date: _____

EXHIBIT A - DETAILED DELIVERABLES SCHEDULE

[This section would typically contain specific project timelines, milestones, and detailed descriptions of deliverables]

This sample contract is provided for educational purposes only and should not be used without review and modification by qualified legal counsel.