SERVICE AGREEMENT

Template v1.0 for completion before signing. Complete every [ ] field and appendix; review under applicable law.

Agreement No.	[Agreement number]
Effective date	[Date]
Project	[Project name and SOW reference/version]

The parties

PROVIDER	Parallax TickerMind LLC
Registration	California, USA — Entity No. B20260082355
Contact address	6713 S Half Moon Dr, Apt A, Bakersfield, CA 93309, USA
Representative	Tam Phuoc Dinh — Sole Member
Email	parallaxtickermind@gmail.com
CLIENT	[Business/individual legal name]
Registration, if applicable	[Complete or state not applicable]
Address	[Contract address]
Representative and title	[Name, title/authority]
Notice email	[Designated email]

Core payment milestones

Stage	Amount	Conditions before payment is due
1	50% × G = [ ] USD	Demo approved + Agreement/SOW signed + valid invoice.
2	50% × G = [ ] USD	All work completed + Section 4 acceptance + valid invoice.

1. Scope and contract documents

1.1. Provider will perform [Project name] for Client under signed Appendix A, the statement of work (the “SOW”). Only expressly listed tasks, deliverables and criteria are included. Recurring maintenance, hosting, data, accounts and third-party services are not included by default.

1.2. This Agreement comprises this document, the SOW, demo approval in Appendix B and acceptance in Appendix C, or equivalent records agreed by both parties. A later signed change modifies only the matters expressly identified; it does not automatically alter Sections 3–4. A quotation or website content does not by itself replace the signed Agreement.

2. Demo and decision to proceed

2.1. The parties record that Client reviewed and approved demo [Reference/version/link] on [Date], as documented in Appendix B. Demo scope, sample data, revision rounds and evaluation use are agreed beforehand. A demo demonstrates the proposed approach; it does not mean all final deliverables are complete.

2.2. Demo approval is not final acceptance. No service fee under this Agreement becomes due until both conditions are met: Client approves the demo and both parties sign this Agreement/SOW. An unapproved demo evaluation does not automatically create an obligation to pay 50% or the full project price. This Agreement does not impose a separate demo fee.

3. Price and two payment milestones

3.1. The total Contract Price G is [Amount] USD, as itemized with applicable taxes/fees in the SOW. Installment 1 is 50% × G = [Amount] USD and becomes due only after demo approval, execution of this Agreement/SOW and receipt of a valid invoice. It is payable within [Number] business days after all conditions are met.

3.2. Installment 2 is 50% × G = [Amount] USD and becomes due only after all deliverables are completed, accepted under Section 4 and a valid invoice is received. It is payable within [Number] business days after all conditions are met. The installments total G; payments will be recorded and reconciled.

3.3. Third-party costs, transfer charges and taxes must be itemized with responsibilities in the SOW. No additional fee or price change arises without Client’s written approval. Provider will request payment only through verified details in the SOW; changes to receiving-account details must be verified through the designated contact channel.

4. Completion, testing and acceptance

4.1. When requesting acceptance, Provider supplies the completed version, documentation and access sufficient for Client to test the SOW deliverables. Client has [Number] business days to review and confirm acceptance through Appendix C, electronic signature or email from the SOW-designated representative.

4.2. If the work does not conform, Client identifies unmet criteria, reproduction steps and relevant evidence. Provider corrects in-scope nonconformities at its cost and resubmits within a mutually confirmed period. Client will not unreasonably withhold or delay acceptance where the criteria are met.

4.3. Silence, expiration of the review period, viewing a demo or trial use does not automatically constitute acceptance. Minor outstanding items do not prevent acceptance only if Client expressly agrees in writing to an identified list and resolution date. The final 50% will not be demanded before completion and the required acceptance confirmation.

5. Schedule and scope changes

5.1. The SOW schedule starts when the Agreement is effective, the demo is approved, installment 1 is received and necessary inputs/access are provided. The SOW states the start date, completion milestones and dependencies. A party facing an impediment promptly explains its impact and proposed adjustment.

5.2. New features, revised criteria or out-of-scope work require written change approval by both authorized representatives, stating scope, price, timing and impact on payment milestones. Correcting a failure to meet signed criteria does not automatically become chargeable extra work.

6. Responsibilities and cooperation

6.1. Provider performs with reasonable professional skill and care, reports progress, follows the scope and uses granted access only for project purposes. Client supplies necessary data, feedback and approvals, and ensures it may lawfully provide the materials and systems it supplies.

6.2. If required inputs, feedback or an already-due payment are delayed, the other party gives notice and [Number] business days to resolve the issue before pausing affected work. The schedule is revised in writing. A pause or delayed response does not automatically create acceptance or make the final 50% due.

7. Handover, source code and intellectual property

7.1. The SOW identifies deliverables, source/editable files, documentation, accounts and handover timing. Client may evaluate the completed version for acceptance before installment 2. This evaluation right does not itself authorize commercialization or distribution beyond the agreed terms.

7.2. Select exactly one option in the SOW: (A) after full payment, Provider assigns to Client the transferable rights in the listed bespoke deliverables; or (B) Provider grants a license with specified scope, term and conditions. There is no automatic transfer of all existing software or source code.

7.3. Client retains its pre-existing data/materials. Provider retains its pre-existing or independently developed technology, libraries, software and know-how, identified in the SOW. Required embedded background elements are licensed as specified in the SOW. Third-party components remain subject to their disclosed licenses; assignments/licenses must be consistent with rights Provider actually holds.

8. Confidentiality and data

8.1. Each party protects the other’s nonpublic information, including data, source code, strategies, credentials and business materials, uses it only for the project and discloses it only on a need-to-know basis to authorized persons bound to confidentiality. Exceptions include lawfully public, previously lawfully known or independently developed information; legally required disclosure is limited and notified where permitted.

8.2. Use only sample/live data, processors and environments approved in the SOW. Neither party may publish Client’s name, screenshots, results or data for publicity without written permission. Confidential information must not be sent to AI tools or other services outside the approved scope.

8.3. On handover/termination, access is revoked and data is returned or handled under the SOW and applicable obligations. Retained email, required records and backups must be addressed; instant erasure of every copy is not promised without the ability to perform it. A separate data-processing agreement is signed where needed.

9. Defect correction and post-acceptance support

9.1. For [Number] days after acceptance, Provider corrects reproducible SOW nonconformities without extra charge, under the response/remedy arrangements in the SOW. Pre-acceptance correction duties under Section 4 are not limited by this period.

9.2. New features, third-party changes, inputs outside agreed specifications or platform/API changes beyond the commitments are assessed separately. Continuous operation, on-call support and recurring maintenance apply only if expressly included; there is no automatic renewal or billing.

10. Autotrade/AI conditions where applicable

10.1. For Autotrade, demos default to a Paper/simulated environment and authorized data. Live activation requires separate written authorization identifying accounts, permissions, stop conditions and operating responsibilities. Client approves strategies/parameters; this Agreement grants no custody of funds or discretion outside the approved strategy scope.

10.2. Acceptance is based on signed technical criteria, not a market-profit threshold. Profit or repetition of Paper results in live trading is not guaranteed. For AI, the SOW specifies test data, required accuracy and human review. This does not excuse implementation defects within the commitments.

11. Liability and events beyond control

11.1. Each party is responsible for its breach under the Agreement and applicable law and takes reasonable steps to mitigate loss. Agreed liability allocation: [Specify cap, damage categories and exceptions; obtain legal review before signing]. Liability is not limited where prohibited by law; the limit does not eliminate due payment/refund obligations.

11.2. A party affected by an event beyond reasonable control promptly notifies the other and mitigates the impact. The parties confirm affected work and a revised schedule. The event does not automatically transfer all risk or cost to Client; prolonged disruption is addressed under Section 12.

12. Termination and settlement

12.1. The parties may terminate by written agreement. Either may terminate for a material breach not remedied within [Number] business days after valid notice. Any other termination right and notice period: [Specify or state not applicable].

12.2. The first 50% is a payment toward the work, not automatically forfeited in every circumstance. For early termination, the parties reconcile conforming work performed, valued on the SOW basis, and approved nonrecoverable third-party costs. Provider refunds receipts exceeding the settlement amount within [Number] days; any balance is based on a supported settlement and applicable legal rights.

12.3. Termination settlement is separate and does not automatically constitute full acceptance or trigger the final 50% before Section 4 is satisfied. Paid-for work is handed over with corresponding SOW rights; disputed amounts follow Section 13. Confidentiality and rights/obligations intended to survive remain effective.

13. Notices, governing law and language

13.1. SOW-designated contacts/emails are used for notices, demo feedback and acceptance. Changes to scope, price, ownership or timing require authorized confirmation. The parties may sign on paper or electronically in accordance with applicable law and retain accessible, reproducible copies; additional legally required electronic-consent steps must be completed.

13.2. Governing law: [State/country selected by the parties]. Dispute forum/courts and venue: [Specify]. The parties first seek good-faith resolution for [Number] days after dispute notice. Nothing removes rights that cannot lawfully be waived.

13.3. Vietnamese and English versions must share the same contract number, version, price and appendices. If interpretations differ, the [Select: Vietnamese/English] version prevails to the extent permitted by law. This Agreement takes effect on [Date] when signed by both authorized representatives; effectiveness does not remove Sections 3–4 payment conditions.

Authorized signatures

PROVIDER	CLIENT
Parallax TickerMind LLC Signatory: Tam Phuoc Dinh Title: Sole Member Signature: _____ Date: _____	Legal name: [Complete] Signatory: [Complete] Title: [Complete] Signature: _____ Date: _____

APPENDIX A — STATEMENT OF WORK

Attached to Agreement No. [ ]. Retain only applicable options and confirm the same version.

Item	Complete before signing
Project name/reference/version	[ ]
Objectives and service category	[Python / API / Website / SEO / Design / Autotrade / Other]
Inputs and start prerequisites	[Sample data, materials, access and feedback contact]
Business days and time zone	[Working calendar, holidays and communication time zone]
Planned milestones	[Start; review build; completion; dependencies]
Fee before tax	[ ] USD
Agreed taxes/fees	[Type, basis and amount; state 0 if not applicable]
Total Contract Price G	[ ] USD — total payable for the signed scope including taxes/fees above
Installment 1 and deadline	50% × G = [ ] USD; [ ] business days after Section 3.1 conditions
Installment 2 and deadline	50% × G = [ ] USD; [ ] business days after Section 3.2 conditions
Verified payment details	[Beneficiary, method, receiving details and transfer-charge allocation]
Third-party costs outside G	[Itemize and approve; state not applicable if none]

A.1. Deliverables and scope boundaries

ID	Task/deliverable	Files, environment and handover timing
D1	[Measurable/testable description]	[ ]
D2	[ ]	[ ]
Excluded	[Items not included]	[ ]

A.2. Acceptance criteria and method

ID	Test steps/data	Required result and evidence
AC1 / D1	[Conditions and steps]	[Objective expected result]
AC2 / D2	[ ]	[ ]

Review period: [ ] business days. Authorized acceptance contact: [Name/email]. Confirmation method: [Appendix C / explicit email / electronic signature]. Defect reporting and retest process: [ ].

A.3. Rights, data and support

SELECT EXACTLY ONE: [ ] A — Assignment of listed bespoke work after full payment; rights/deliverables: [ ]. [ ] B — License; scope, purpose, term, permitted deployments/users and modification/transfer rights: [ ]. Delete the unselected option.

Background elements (for example TickerMind, if applicable) and third-party components: [ ]. Required embedded-background license: [ ]. Source/editable files delivered and timing: [ ].

Approved data/environments/processors: [ ]. Secure access-sharing method: [ ]. Access revocation and data return/deletion, retained backups/records: [ ]. Post-acceptance correction period: [ ] days; response/remedy targets: [ ]. Additional support and fees, if any: [ ].

Early-termination valuation: [Agreed milestone values or verified units/rates; no automatic final 50%]. Breach cure period: [ ]; pause notice: [ ]; refund period: [ ]; dispute negotiation period: [ ].

If Autotrade/AI applies: [Paper/live environment, separate live authorization, permission limits, stop conditions, test data and approver]. Otherwise state not applicable.

Both representatives confirm Appendix A: [Signatures/email/e-sign record and dates for each party].

APPENDIX B — DEMO APPROVAL

Attached to Agreement No. [ ]. This form confirms the demo and implementation direction only.

Item	Details
Project / SOW version	[ ]
Demo / link / version	[ ]
Review date and environment	[ ]
Items reviewed/demonstrated	[ ]
Feedback and agreed limitations	[ ]
Approver / email / date	[ ]
Supporting confirmation	[Email/e-signature/record]

Outcome (select one): [ ] Demo approved to proceed to agreement and implementation. [ ] Not approved; required changes: [ ].

Demo approval is not final acceptance. The initial 50% is due only after demo approval, signed Agreement/SOW and a valid invoice; it does not trigger the final 50%.

Demo confirmation

PROVIDER	CLIENT
Parallax TickerMind LLC Signatory: Tam Phuoc Dinh Title: Sole Member Signature: _____ Date: _____	Legal name: [Complete] Signatory: [Complete] Title: [Complete] Signature: _____ Date: _____

APPENDIX C — COMPLETION AND ACCEPTANCE

Attached to Agreement No. [ ]. Refer to the correct SOW version and criteria; this is separate from demo approval.

Item	Details
Project / SOW / completed version	[ ]
Date supplied for review	[ ]
Deliverables and criteria tested	[D/AC references, results and evidence]
Conclusion	[ ] Accepted; [ ] Accepted with expressly agreed minor items; [ ] Not accepted
Outstanding items and remedy dates	[Item, owner, due date; or none]
Acceptance contact / email / date	[ ]
Installment 1 already paid	[ ] USD; date [ ]; reference [ ]
Installment 2 only when conditions met	50% × G = [ ] USD; invoice [ ]; due [ ]

By selecting Accepted, Client confirms completion and satisfaction of the agreed criteria, except for expressly agreed minor items above. If Not accepted is selected, identify nonconformities and retesting steps; the final 50% is not yet due. Blank boxes, silence or passage of time are not approval.

Acceptance confirmation

PROVIDER	CLIENT
Parallax TickerMind LLC Signatory: Tam Phuoc Dinh Title: Sole Member Signature: _____ Date: _____	Legal name: [Complete] Signatory: [Complete] Title: [Complete] Signature: _____ Date: _____