WF.

WALLACE FERREIRA / SOFTWARE ENGINEER

COMMERCIAL PROPOSAL

DIGITAL PRODUCT DEVELOPMENT • MVP

Coaching app and admin panel for a subscription-based service.

PREPARED FOR	PREPARED BY
BrightPath Wellness Ltd. (fictional company)	Wallace Ferreira
REFERENCE	DATE / VALIDITY
WF-EX-2026-001	November 2026 / 15 days

FICTIONAL EXAMPLE • ALL VALUES AND TIMELINES ARE ILLUSTRATIVE

Educational material accompanying the article about my first freelance project. It is not a current commercial offer and does not replace legal advice.

01 / CONTEXT AND SCOPE

Engagement overview

1. MVP goal

Build a first working version of a digital platform to validate a subscription-based coaching service. The MVP prioritizes the essential flows, operation by a single administrator and room for future improvements through new engagements.

2. Included deliverables

MODULE	CONTRACTED FEATURES
User app	Email login; password recovery; browsing of programs and sessions; embedded video content; access status view.
Web admin panel	Administrator authentication; user management; program creation and editing; program assignment; basic subscription lookup.
Subscription and access	Integration with 1 payment provider; reading of subscription status; access blocking and release according to agreed rules.
Backend and data	API, persistence, authentication and the essential rules to support the features described.
Technical delivery	Source code and basic instructions for configuring, deploying and operating the MVP.

3. Operating limits

- A single client organization and a single administrator profile in the MVP.
- A single payment provider and only the flows expressly described.
- Professional interface built with reusable components; exclusive visual identity not included.

EDUCATIONAL NOTE Defining what will be delivered, and also its limits, keeps the phrase “a complete app” from being read in incompatible ways.

02 / EXPECTATIONS AND DEPENDENCIES

Exclusions and responsibilities

4. Items not included in the base price

- Push notifications, community area, marketplace or artificial intelligence features.
- Coupons, free trials, advanced billing, multiple gateways or multiple administrator profiles.
- Full visual identity, exclusive design in Figma and production of copy, images or videos.
- App store publishing, migration of existing data and unrelated integrations.
- Hosting, third-party service fees, taxes, publishing fees and ongoing evolutionary maintenance.

5. Client responsibilities

- Provide business rules, content, branding, operational decisions and the required materials in a usable format.
- Create and maintain the payment and external service accounts under their ownership, and pay the related fees.
- Appoint an authorized person to validate requirements, approve deliveries and consolidate requests.
- Respond to validation requests within 5 business days, unless a documented adjustment is agreed.

6. Contractor responsibilities

- Implement and test the deliverables stated in the scope with professional diligence.
- Report relevant blockers, record decisions and present progress at the agreed milestones.
- Treat project information as confidential and apply technical controls proportionate to the MVP.
- Communicate the impact of changes in advance and not charge for additional services without express approval.

MUTUAL PROTECTION Delays caused by unavailable materials or approvals must be recorded and allow a proportional review of the timeline, without automatically assuming either party is at fault.

03 / EXECUTION AND ACCEPTANCE

Plan, milestones and validation

7. Indicative execution plan

MILESTONE	DELIVERY / CONDITION	INDICATIVE TIMELINE
M0 · Kickoff	Written approval, initial payment, access and essential inputs.	Week 0
M1 · Foundation	Data model, authentication and basic panel structure.	Weeks 1–3
M2 · Working panel	User, content and program management with a demo.	Weeks 4–6
M3 · Integrated MVP	User app, subscription integration and flow testing.	Weeks 7–10
M4 · Acceptance testing	Fixes for defects found within the scope and the contracted handoff.	Weeks 11–12

Total estimated timeline: 8 to 12 weeks from M0, subject to the availability of inputs, access and validations. Dates will be recalculated if relevant assumptions change.

8. Acceptance criteria

1. The contractor announces the milestone delivery and provides a script or demo of the planned flows.
2. The client has 5 business days to approve it or to point out, in writing, objective discrepancies against the scope and the agreed criteria.
3. Reproducible defects that block the agreed flows will be fixed and presented for a new validation.
4. Requests for new features, preferences not agreed upon or changes to business rules will follow the change procedure in section 10.

Silence within the deadline does not automatically replace formal acceptance; the parties will record the open item and negotiate how to proceed, including any timeline adjustments.

EDUCATIONAL NOTE Acceptance criteria describe verifiable results, not just a subjective sense that the software is “done”.

04 / VALUES AND CHANGES

Investment and change management

9. Fictional investment

STAGE	INSTALLMENT	ILLUSTRATIVE VALUE
M0 · Booking and kickoff	40%	USD 1,440
M2 · Working panel approved	30%	USD 1,080
M4 · MVP accepted and handoff	30%	USD 1,080
BASE SCOPE TOTAL	100%	USD 3,600

Payments by bank transfer or another agreed method, with the appropriate invoice. Taxes, withholdings and invoicing requirements must be adjusted to the parties' actual situation before signing.

The values above are made up for teaching purposes and are not a market price reference.

10. Scope changes (change request)

1. Request: the client describes the desired change and the expected outcome.
2. Analysis: the contractor reports the estimated impact on scope, cost, timeline and dependencies.
3. Approval: additional work starts only after written acceptance by both parties.
4. Update: the plan and, where applicable, the payment milestones are revised.

Without approval, the originally agreed scope remains in force. Fixing defects against the acceptance criteria is not treated as a separately charged change.

11. Optional services, quoted separately

- App store publishing; extended training; exclusive visual identity.
- Evolutionary improvements, additional integrations and recurring maintenance.

MUTUAL PROTECTION Every change must be transparent: the client knows what will be charged and the developer does not take on undefined additional commitments.

05 / OPERATION AND PROTECTION

Data, ownership and support

12. Code ownership and use

Once the contracted amounts are paid in full, the client will receive the artifacts produced specifically for the project, according to the usage and transfer rights defined in the final contract. Third-party libraries, open-source components and pre-existing tools remain subject to their own licenses and ownership.

The contractor must list relevant dependencies, applicable licenses and items that cannot be transferred. Any use of the project in a portfolio requires prior written authorization.

13. Confidentiality and data

The parties agree to protect non-public information obtained during the project. The client remains responsible for defining the purposes and legal bases for processing their users' data; each party's roles and obligations, including under the applicable data protection law (such as the LGPD in Brazil or the GDPR in the EU), must be formalized in an appropriate agreement before real data is processed.

Credentials and secrets will be shared through secure channels and must not appear in public documents or repositories.

14. Corrective warranty, support and maintenance

- Corrective warranty: 30 calendar days after final acceptance for reproducible defects that contradict the accepted scope, at no additional cost.
- Not included: new features, rule changes, problems caused by third-party changes, external incidents or use outside the documented conditions.
- Operational support, monitoring, evolution and new requests after this period will be covered by a specific agreement.

15. Handoff

The delivery includes the contracted repositories and source code, a sample configuration file without secrets, run and deployment instructions, a service inventory and a log of known open items. The transfer of access must be confirmed by both parties.

EDUCATIONAL NOTE Technical delivery and responsibility for maintenance are different things; making that boundary explicit protects both the client and the professional.

06 / GOVERNANCE AND CLOSING

Suspension, termination and agreement

16. Communication and records

Decisions about scope, timeline, acceptance, payments and changes must be confirmed in writing, by email or through an agreed project tool. A meeting does not replace the record of material decisions.

17. Suspension and early termination

In case of a relevant impediment, non-payment or prolonged unavailability of inputs, the affected party will notify the other and grant a reasonable period to resolve it, to be defined in the contract. If the problem persists, the parties may negotiate a suspension or termination.

On termination, the parties will produce a statement of the work performed, the existing deliverables, the payments already made, the pending commitments and any amounts owed or to be refunded, according to previously agreed contractual criteria. Neither party may improperly withhold material or access the other is entitled to.

18. General terms

- Validity of this fictional proposal: 15 days from issue.
- Start subject to written acceptance, initial payment and delivery of the required inputs.
- The proposal describes commercial assumptions; specific legal clauses must be completed in an appropriate contract.
- Any change must be formalized and accepted by both parties.

19. Acknowledgment and acceptance

The signatures below acknowledge the commercial terms described, subject to the corresponding contract.

CLIENT (FICTIONAL)	CONTRACTOR
Representative: _____	Wallace Ferreira
Date: ___ / ___ / _____	Date: ___ / ___ / _____
Signature: _____	Signature: _____

07 / READER'S GUIDE

How to adapt this template

This page is part of the educational edition. When using the proposal as a reference, replace the fictional data and validate the terms for your project, your client and the applicable law.

Adaptation checklist

- Rewrite the goals and the scope according to the client's actual operation.
- State explicitly what will not be delivered and what depends on third parties.
- Turn each milestone into a set of testable deliverables and acceptance criteria.
- Estimate effort and risk before proposing price, installments and timeline.
- Agree on who is responsible for content, access, decisions and acceptance testing.
- Define the procedure for scope changes and the right to say no without approval.
- Detail licenses, security, privacy and ownership of the deliverables.
- Agree on proportionate warranty, support, handoff, suspension and termination.
- Have a lawyer review the draft when there are material commitments or sensitive data.

What this example aims to prevent

COMMON RISK	PREVENTION MECHANISM
Fixed price with undefined scope	Scope, exclusions and change process.
Almost all payment at the end	Payment milestones tied to verifiable deliveries.
Delays from missing data or decisions	Responsibilities and timeline review based on dependencies.
Disagreement about “done”	Criteria and an acceptance testing window.
Maintenance with no defined end	Separate warranty, support, handoff and closing.

WALLACE FERREIRA

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This material is not legal advice. Check tax, contractual and data protection requirements before using it in a real engagement.