**SERVICE AGREEMENT**

This general service agreement is entered (the “Agreement”) is entered into by the ( Client’s Complete Name ) (herein referred to as the Client) and ( Contractor’s Complete Name ) herein referred to (the Contractor) on this (date ) day of ( month ), ( year ).

1. **BACKGROUND:**
2. The client is of the opinion that the contractor possesses the necessary qualification, skills, and experience to provide services to the Client.
3. The Contractor agrees to provide the services to the Client on the terms and conditions of this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations, the Client and the Contractor agree as follows:

1. **SERVICES PROVIDED:**
2. The Client hereby agrees to engage to Contractor to deliver the following services:

( List the various specific services that the Contractor agrees to deliver )

1. **TERM:**

The present Agreement shall begin on the date of this agreement and shall remain in force and effect until the services are completed. The Client may extend the services further with the written consent of the Contractor.

1. **COMPENSATION**

The Contractor shall be given (rate per hour or flat rate) in (currency) as his remuneration for the services every (date of the month/ or end of the project). In this regard, the Contractor shall deliver invoices accordingly. In the event of prior-termination, the Contractor shall receive his compensation pro rata provided that the services are partially delivered.

1. **REIMBURSEMENT**

The Client agrees to reimburse the Contractor for the expenses incurred for the completion of the project, provided that the latter can substantiate the same.

1. **CONFIDENTIALITY**

Each party undertakes in respect of Confidential Information for which it is the recipient: to treat such Confidential Information disclosed by the disclosing party as confidential. Confidential Information (the “Confidential Information”) shall include any data or information, written or oral, whether business or personal, which would reasonably be considered private or proprietary to the Client and that, is not generally known to the public, and which release could cause irreparable harm to the Client.

1. **OWNERSHIP OF INTELLECTUAL PROPERTY**

### Nothing contained in this Agreement shall be deemed by implication or otherwise to transfer any intellectual property rights owned by the Client Party to the Contractor. The Contractor recognizes that all intellectual property rights and know-how related to the Confidential Information of the Client shall remain the property of Client or its suppliers.

1. **RETURN OF PROPERTY**

Upon termination or expirations of this Agreement or earlier on the Client’s request, the Contractor shall deliver all items containing any Confidential Information to the Client or make such other disposition thereof as the Client may direct.

1. **CAPACITY OF THE CONTRACTOR**

In entering into this Service Agreement, the Contractor acknowledged and expressly agreed that he or she is acting as an Independent Contractor and not as an employee. Neither the discussions taking place between the parties nor the exchange of material or information shall be deemed to create any partnership, agency or other relationship, between the parties or to create or impose on either party an obligation to enter into any other agreement with the other party or prohibit either party from entering into discussions and agreements with third parties except as otherwise provided in this Agreement. Nothing in this agreement should be understood to oblige the parties to enter into future agreements unless otherwise expressly stated herein or agreed in writing in another document.

1. **NO EXCLUSIVITY**

The parties acknowledge that this Agreement is non-exclusive and that either party will be free during and after the Term to engage with another contract with third parties.

1. **INDEMNIFICATION**

Agreement the Contractor agrees now for then to indemnify and hold harmless the Client from and against any damages, losses, costs, expenses (including legal and judicial expenses) the Client may incur, as well as from and against any third party’s claims and actions, arising from, or however connected with, the breach of the obligations and undertakings provided for herein.

1. **ASSIGNMENT**

This Agreement may not be assigned without the prior written consent of the other PARTY.

1. **JURISDICTION**

This Agreement shall be governed by and construed in accordance with United States Law and shall be subject to the exclusive jurisdiction of the [County Court].

**XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes any and all prior arrangements and agreements between the parties.

**XV. SEVERABILITY**

In case any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby

This SERVICE AGREEMENT shall be binding upon the signatures of the parties:

[Client 1]

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[NAME], [TITLE]                                       DATE

[Contractor 2]

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