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Services Agreement

This **Services Agreement** (the "***Agreement***") is entered into as of _____, by and between the parties below;

Company

_____

_____ _____

_____ _____ _____ _____

_____ _____

Service Provider

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Company and the Service Provider may be referred to individually as a Party and collectively as the Parties.

The Company desires to obtain certain services from the Service Provider and the Service Provider represents that it has the skills, experience, and resources necessary to provide such services under the terms of this Agreement.

The Parties agree as follows:

1. Scope of Services

The Service Provider shall perform the services described in this Agreement (the "***Services***") in a professional and timely manner, consistent with generally accepted industry standards. The specific nature, deliverables, timelines, and performance expectations of the Services are described below:

Description of Services:

Deliverables (if applicable):

Service Location (if applicable):

2. Term

This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with the Termination clause.

3. Fees and Payment

In consideration for the Services, the Company shall pay the Service Provider the fees set out below:

Description	Amount	Payment Details

Unless otherwise stated, all fees are exclusive of applicable taxes. The Service Provider shall be responsible for any taxes arising from payments received under this Agreement. Invoices shall be submitted to _____ and are payable within _____ days of receipt.

4. Expenses

The Company shall reimburse the Service Provider for reasonable, pre-approved out-of-pocket expenses incurred solely in connection with the performance of the Services, provided valid supporting documentation is submitted.

5. Independent Contractor Relationship

The Service Provider is engaged as an independent contractor. Nothing in this Agreement creates an employment, partnership, agency, or joint venture relationship. The Service Provider has no authority to bind the Company.

6. Confidentiality

During the term of this Agreement and thereafter, each Party shall keep confidential any non-public business, technical, or commercial information disclosed by the other Party and shall use such information solely for purposes of performing or receiving the Services. This obligation does not apply to information that is publicly available through no fault of the receiving Party.

7. Intellectual Property

Unless otherwise agreed in writing, all work product, deliverables, and materials created specifically for the Company in connection with the Services shall be deemed a work made for the Company. To the extent ownership does not automatically vest, the Service Provider assigns all rights, title, and interest in such materials to the Company upon full payment.

8. Representations and Warranties

Each Party represents that it has full authority to enter into and perform under this Agreement. The Service Provider further represents that the Services will be performed using reasonable care and skill and will not knowingly infringe the rights of any third party.

9. Indemnification

The Service Provider shall indemnify and hold harmless the Company from third-party claims arising directly from the Service Provider's breach of this Agreement, negligence, or willful misconduct in performing the Services.

10. Limitation of Liability

Except for breaches of the Confidentiality clause or indemnification obligations, neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement.

11. Termination

Either Party may terminate this Agreement by providing _____ days' written notice. Either Party may terminate immediately if the other Party materially breaches this Agreement and fails to cure such breach within a reasonable time after notice. Upon termination, the Company shall pay for Services properly performed up to the termination date.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles. Any dispute arising out of this Agreement shall be resolved through good faith negotiations, and if unresolved, through a mutually agreed dispute resolution process.

13. Assignment

The Service Provider may not assign or transfer this Agreement without the prior written consent of the Company. The Company may assign this Agreement as part of a corporate reorganization or sale of assets.

14. Force Majeure

Neither Party shall be liable for failure or delay in performance caused by events beyond reasonable control, provided prompt notice is given and reasonable efforts are made to resume performance.

15. Amendments

Any amendment to this Agreement must be in writing and signed by both Parties.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the Services and supersedes all prior discussions or agreements on the same subject.

18. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties set out above or to such other address as a Party may designate in writing.

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the Effective Date.

Company

Name _____

Date _____

Signature

_____

Service Provider

Name _____

Date _____

Signature

_____

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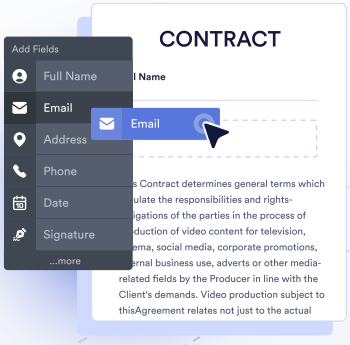

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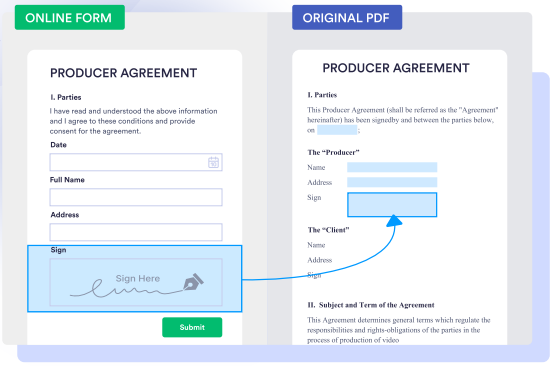

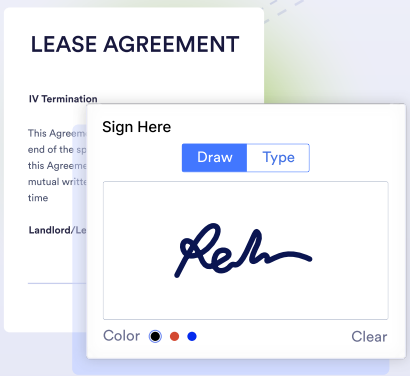

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