

# SERVICE AGREEMENT

## 1. CONFIDENTIALITY

The parties agree to keep confidential all proprietary information disclosed during the term of this agreement and not disclose it to third parties without prior written consent.

## 2. PAYMENT TERMS

The Client shall pay the Service Provider a fee of \$5,000 upon project completion, within 30 days of receiving an invoice. Late payments incur a 2% monthly penalty.

## 3. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice. In the event of termination, the Client shall compensate the Service Provider for all work completed up to the termination date.

## 4. INTELLECTUAL PROPERTY

All deliverables produced under this Agreement shall remain the property of the Client. The Service Provider shall not reuse or reproduce the deliverables without written permission.

## 5. GOVERNING LAW

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

## 6. LIABILITY

The Service Provider shall not be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement, regardless of the cause.

## 7. FORCE MAJEURE

Neither party shall be held liable for failure or delay in performance due to events beyond their control, such as natural disasters or governmental actions.

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