

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement ("Agreement") is entered into as of January 15, 2025 ("Effective Date"), by and between:

Tech Solutions AB, a Swedish corporation with offices at Storgatan 123, Stockholm, Sweden ("Client")

AND

Digital Marketing Services Ltd, a company registered in London, UK ("Vendor")

WHEREAS, Client desires to engage Vendor to provide digital marketing services, and Vendor agrees to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. SERVICES

1.1 Vendor shall provide digital marketing services including but not limited to:

- Social media management
- Content creation and publication
- Email marketing campaigns
- Analytics and reporting

1.2 Services shall be performed in accordance with industry standards and Client's reasonable instructions.

2. TERM

2.1 This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months.

2.2 Either party may terminate this Agreement with thirty (30) days written notice.

3. COMPENSATION

3.1 Client shall pay Vendor a monthly fee of \$5,000 USD.

3.2 Payment shall be made within thirty (30) days of receipt of invoice.

3.3 Late payments shall incur interest at the rate of 1.5% per month.

4. DELIVERABLES

4.1 Vendor shall provide monthly reports by the 5th day of each month.

4.2 All content created shall be submitted for Client approval before publication.

5. INTELLECTUAL PROPERTY

5.1 All work product created by Vendor under this Agreement shall be considered "work for hire" and shall be the exclusive property of Client.

5.2 Vendor retains ownership of pre-existing materials and grants Client a non-exclusive license to use such materials.

6. CONFIDENTIALITY

6.1 Both parties agree to maintain confidentiality of all proprietary information disclosed during the term of this Agreement.

6.2 Confidential information shall not be disclosed to third parties without prior written consent.

7. LIMITATION OF LIABILITY

7.1 Vendor's total liability under this Agreement shall not exceed the total fees paid by Client in the twelve (12) months preceding the claim.

7.2 Neither party shall be liable for indirect, incidental, or consequential damages.

8. INDEMNIFICATION

8.1 Vendor shall indemnify and hold harmless Client from any claims arising from Vendor's negligence or willful misconduct.

8.2 Client shall indemnify Vendor from claims arising from Client-provided materials.

9. TERMINATION

9.1 Either party may terminate this Agreement for material breach with thirty (30) days written notice.

9.2 Upon termination, Client shall pay for all services rendered up to the termination date.

9.3 Early termination by Client shall require payment of 50% of remaining contract value.

10. DISPUTE RESOLUTION

10.1 Any disputes shall first be attempted to be resolved through good faith negotiations.

10.2 If negotiations fail, disputes shall be submitted to binding arbitration in Stockholm, Sweden.

11. GOVERNING LAW

11.1 This Agreement shall be governed by the laws of Sweden.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the parties.

12.2 Any amendments must be in writing and signed by both parties.

12.3 This Agreement may not be assigned without prior written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TECH SOLUTIONS AB

By: _____

Name: Anna Andersson

Title: CEO

Date: January 15, 2025

DIGITAL MARKETING SERVICES LTD

By: _____

Name: John Smith

Title: Managing Director

Date: January 15, 2025