**Vendor Agreement**

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**Effective Date:** February 1, 2025  
**Parties:**

* **Vendor:** Best Solutions Ltd.
* **Client:** TechCorp Inc.

**1. Scope of Services**

The Vendor agrees to provide IT consulting and software customization services as outlined in attached project briefs.

**2. Payment Terms**

The Client agrees to pay $180 per hour for consulting services. Invoices will be submitted bi-monthly, with payment due within 45 days of receipt.

**3. Confidentiality**

Both parties agree to protect and not disclose any confidential information shared under this agreement. Confidential information must not be disclosed to any party without prior consent, except as required by law.

**4. Intellectual Property**

The Vendor retains ownership of all intellectual property created during the course of the agreement but grants the Client a non-exclusive, royalty-free license to use the delivered materials.

**5. Termination**

Either party may terminate the agreement with 15 days' written notice. Upon termination, the Vendor will deliver all completed work to the Client and receive payment for services rendered up to the termination date.

**6. Limitation of Liability**

The Vendor’s liability is limited to the direct damages incurred by the Client, not exceeding the total payments made under this agreement.