

Service Agreement

This Service Agreement (the “**Agreement**”) is entered into on 13th of July, 2023 (the “**Effective Date**”) by and between **E Corp** (the “**Customer**”) located at 135 East 57th Street, New York and **Funny Business Inc.** (the “**Service Provider**”) located at 725 5th Ave, New York also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the “Services”).
 - 1.1. Perform comedy clown shows daily between the 14th and 25th of August at the Customer’s headquarters. It should primarily target the overworked office employees to relieve their stress after the recent layoffs.
 - 1.2. Perform a special private show for the CEO that should include two lions and an alligator.
 - 1.3. Refrain from telling jokes about capitalism, corporations, or other banned topics from Appendix A.
2. **Compensation.** The Customer agrees to pay the Service Provider \$1000000 as payment for the Services provided. This fee will be paid in accordance will the following schedule:

Total Cost of the Services: \$1000000.00

Amount Due at Signing: \$500000.00

Amount Due at Completion: \$500000.00
3. **Expenses.** The Customer agrees to reimburse the Service Provider for all expenses incurred as a result of performing the Services. The Service Provider agrees to submit all expenses to the Customer for approval prior to incurring the expense. All expenses must be approved in writing. The Customer will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.
4. **Payment.** The Service Provider shall submit an invoice to the Customer every 5 days. Invoices shall be paid within 30 days from the date of the invoice.

5. General.

- 5.1. Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
- 5.2. Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- 5.3. Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- 5.4. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

6. Notices.

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested.