

## GENERAL SERVICE AGREEMENT

Memorandum of Agreement entered at **Place** on **2023-07-28**

### **BETWEEN**

**Client**, office registered at **Client Address**, herein referred to as Client, represented by **Sole Proprietor, Mr. Client Representative**

### **AND**

**Contractor Name**, office registered at **Contractor Address**, herein referred to as Contractor, represented by **Sole Proprietor, Mr. Contractor Representative**

Entering into an agreement for the sale of **Name of the Goods to be supplied** by the Client to the Contractor for the purpose of **Purpose**, for which the parties are witness to the terms and conditions given below:

### **TERMS AND CONDITIONS TO THE AGREEMENT**

1. That the relationship between the parties remain strictly as that of Contractor and Client, unless the same is agreed upon in a different agreement or letters or any correspondence between the parties.
2. That the relationship not be misconstrued as one of principal and agent. To this extent the Client may not be liable for any wrongful act or wrongful omission on part of the Contractor to the extent of the scope of employment of the Contractor, nor shall the Contractor ever hold themselves as an agent of the Client, unless the same is agreed upon in a different agreement or letters or any correspondence between the parties.
3. That the agreement is effective from **2023-07-28** to **2023-07-28** for a total duration of **Duration**, unless otherwise mutually terminated or extended.
4. That the agreement will remain in full force until the services are completed or the end date is reached, at which point the term may be extended with the consent of both parties.
5. That the Contractor will provide the Client with the following Service(s):
  - **Services provided by Contractor to Client**  
**{{ Add\_Additional\_Areas }}**

6. That the Client agrees to make reasonable provisions for the Contractor to comfortably and efficiently provide their service(s).
7. That the Contractor will charge the client **Down/Flat Payment**
8. In case of Flat fee Provision: That the Contractor will charge the Client a flat fee of **Flat Fee Amount**
9. Installments Provision: That the Contractor will charge the client in installments of **Installments Amount** of which, first installment: **Enter Amount**, second installment: **Enter Amount** .
10. Other Consideration Provision: That the Contractor will receive in lieu of standard payment
11. That payment for the service provided by the Contractor must be given **Before** and must be by **Debit Card**
12. That the Client is to pay a deposit of **Amount Client need to pay** upon the execution of this Agreement.
13. That the Contractor must aptly be in accordance with any legal regulations regarding the services they are providing.
14. That the Contractor has a responsibility to ensure that the quality of raw materials being used by them to provide the service are up to the quality expected as per the previous correspondences between the parties.
15. That the Client reserves the right to make checks and inspections to ensure that the service being provided is on time, up to par and so on, without interfering in the work of the Contractor.
16. That the Contractor and Client both undertake reasonable precautions to protect confidential information regarding the agreement or any other information received regarding other commercial agreements, business practices, conduct, etc. of the other party.
17. Any and all intellectual property and related material developed or produced under this agreement will be the property of the **Client**
18. That the Contractor must note and periodically provide accounts for the expenses being incurred by them, for the purpose of reimbursement.
19. That the Client undertakes to reimburse the Contractor to the extent of **Amount Reimbursed**
20. That in any case, the Contractor fails to deliver on their performance for any reason that is not beyond the Contractor's reasonable control, the Contractor is liable to the Client to the extent of the cost of the Client for finding and entering into another agreement and covering those expenses.
21. That in case of mutual termination of the agreement, all claims must be settled within **N days** days after termination and the Contractor must be discharged from any further performance under the agreement and the Contractor must be reimbursed for their expenses up till that point.

22. If a Force Majeure Event, i.e an event beyond the control of the affected party despite exercising due diligence prevents said party from reasonably carrying out their duties or obligations as stated in this agreement, occurs, then that obligation(s) will be suspended for the duration of the event of Force Majeure.
23. That in any case of disputes arising between the parties in connection with this agreement, the same may be subject to **State/District** jurisdiction.
24. That any dispute arising between the parties in connection with this agreement, must be attempted by both parties to resolve said disputes amicably, for a period of **Duration (in numbers)** days, beyond which both parties may seek compensation in the appropriate **Court of Law**

{{ Option\_to\_add\_more\_clauses }}

In witness wherein, the parties have duly executed this agreement on the signing of the same on the date in the presence of the following witnesses.

Client Name

Client Representative Name

Client Representative Position

Contractor Name

Contractor Representative Name

Contractor Representative Position

Contractor Representative Signature

Witness Name

Witness Name 2 or NA

