



LULAN INCORPORATION

416 Sta. Catalina St. Brgy. Holy Spirit Quezon City

(02) 000-000

VENDOR CONTRACT

for

Test Title

001

This Vendor Contract ("Agreement") is made and entered into as of [date] by and between [Vendor Name], with a mailing address of [Vendor Address] ("Vendor"), and [Client Name], with a mailing address of [Client Address] ("Client").

1. Services. Vendor shall provide the following services to Client: [describe services]. Vendor shall perform these services in a professional and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws and regulations.

2. Payment. Client shall pay Vendor the sum of [payment amount] for the services provided under this Agreement. Payment shall be due [payment terms], unless otherwise agreed upon in writing by both parties. In the event that Client fails to pay Vendor as required by this Agreement, Vendor may, at its sole discretion, terminate this Agreement.

3. Term. This Agreement shall commence on [start date] and shall continue until [end date], unless earlier terminated as provided herein. This Agreement may be terminated by either party upon [notice period] prior written notice to the other party.

4. Confidentiality. Vendor shall maintain the confidentiality of all information and materials provided by Client in connection with this Agreement. Vendor shall not disclose such information to any third party without Client's prior written consent.

5. Ownership. All work product and deliverables created by Vendor in connection with this Agreement shall be the sole property of Client.

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6. Representations and Warranties. Vendor represents and warrants that it has the necessary skills and expertise to perform the services required by this Agreement, and that it will perform such services in a professional and workmanlike manner.

7. Indemnification. Vendor shall indemnify and hold harmless Client, its officers, directors, employees, and agents, from any and all claims, damages, and expenses (including reasonable attorneys' fees) arising out of or in connection with Vendor's breach of this Agreement or the negligence or willful misconduct of Vendor or its employees or agents.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of [governing law].

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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