**STANDARD SERVICE AGREEMENT**

**THIS STANDARD SERVICE AGREEMENT** (hereinafter referred to as the “Agreement”) is effectively entered into on this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

**BETWEEN: [CLIENT]** (hereinafter referred to as the “Client”), a duly incorporated Company under the Companies Act, 2013, with its corporate office located at **[CLIENT ADDRESS].**

**or**

**[CLIENT]** (hereinafter referred to as the “Disclosing Party”), an individual with his/her main address located at **[CLIENT ADDRESS].**

**AND [CONTRACTOR NAME]** (hereinafter referred to as the “Contractor”), an individual with his/her main address located at **[CONTRACTOR ADDRESS].**

**or**

**[CONTRACTOR]** (hereinafter referred to as the “Client”), a duly incorporated Company under the Companies Act, 2013, with its corporate office located at **[CONTRACTOR ADDRESS].**

**BACKGROUND:**

**WHEREAS**, **[CLIENT NAME] (“We”, “Us”, “Our”**) is in the business of **[BUSINESS DESCRIPTION]**.

**WHEREAS**, the Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide the required service(s).

**WHEREAS**, the Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually referred to as the “Party” and collectively referred to as the “Parties” to this Agreement) agree as follows:

**GENERAL:**

1. The Parties to this Agreement agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
3. The headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement or any of the provisions herein.
4. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assignees.
5. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
6. The Agreement does not permit the Contractor to assign or otherwise transfer their rights and obligation under this Agreement voluntarily, or by operation of law.
7. Time is of the essence in this Agreement. No extension or variation of this Agreement shall operate as a waiver of this provision.

**SCOPE OF SERVICES:**

1. The Client hereby agrees to engage the Contractor to provide the following Services (hereinafter referred to as the “Services”): **[DESCRIPTION OF SERVICES]**.
2. The Services shall also include any other tasks which the Parties may agree on.

**OBLIGATIONS OF THE CLIENT:**

1. The Client shall be responsible for: **[DESCRIPTION OF OBLIGATIONS]**.
2. Subject to the terms and conditions of this Agreement, the Client hereby grants the Contractor a non-exclusive and non-transferable right, during the term of this Agreement, to use the Company name solely for the purpose of **[DESCRIPTION OF SERVICES]**.

**OBLIGATIONS OF THE CONTRACTOR:**

1. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent service provider/contractor and not as an employee of the Client. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
2. The Contractor shall ensure that they are licensed to provide the Services they offer to the Client and shall be responsible for maintaining valid licenses and certifications required for their practice.
3. The Contractor shall comply with all the applicable local, state and national laws, as well as regulations and standards governing their practice.
4. The Contractor acknowledges and agrees to represent themselves as a Contractor of the Client in all professional communications and interactions and is required to promote the Client’s business during said interactions, thereby contributing to the brand’s visibility and reputation.
5. The Contractor shall be responsible for the provision of Services with the highest degree of professionalism, adhering to ethical guidelines and industry standards, including but not limited to:
6. refraining from using abusive language in their interactions with the Client, or any of its employees, affiliates, and/or associates, whether online or offline;
7. mandatorily attending all meetings and training sessions as required by the Client;
8. abstaining from consuming illegal and alcoholic substances during work hours, whether online or offline;
9. refraining from promoting or engaging in activities involving obscenity.
10. The Contractor hereby acknowledges and agrees to maintain the Code of Conduct during Services rendered by them.

**FEES, PAYMENTS AND COMMISSIONS:**

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in **[CURRENCY]**.
2. The Contractor shall receive a lump sum payment of **[AMOUNT]** at the end of the service period, provided all contractual obligations have been fulfilled. Payment will be made within thirty (30) days of the completion of services.
3. All necessary taxes as required and applicable by law shall be automatically deducted from the Contractor’s earnings before the amount is made available for withdrawal.
4. Any outstanding payments due to the Contractor shall be settled within fifteen (15) days of the termination of Services of the Contractor.

**DATA PROTECTION AND CONFIDENTIALITY:**

1. Confidential Information (hereinafter referred to as the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and User records and that is not generally known in the industry of the Client and where the release of that Confidential Information could be reasonably be expected to cause harm to the Client.
2. The Contractor agrees that they shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they may have obtained, except as required by the Client or law. The obligations of confidentiality shall apply during the term of this Agreement and shall survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
4. The Contractor is hereby obliged to maintain strict confidentiality regarding all information shared by the Client, and shall not disclose this information to any third-party without the explicit authorization of the Client, except as required by law.

**TERM AND TERMINATION:**

1. The term of this Agreement (hereinafter referred to as the “Term”) will begin on the date of this Agreement and shall remain in force for **[DURATION]** from signing, subject to earlier termination as provided in this Agreement.
2. It is hereby acknowledged that the Client reserves the right to terminate the Contractor’s services immediately if they are found to be in contravention of any of the provisions outlined in this Agreement, the code of conduct, or any other guidelines or policies of the Client’s business.
3. The Client further reserves the right to terminate the Services of the Contractor immediately if they have been found to misbehave with any member, employee, associate, or affiliate of the Client. It is hereby acknowledged that the Client reserves the right to institute legal action against the Contractor in such cases.
4. Upon termination of this Agreement, the Contractor shall remove any and all references to the Client and their mutual association from the professional profiles and materials.
5. The Contractor shall be responsible for maintaining the confidentiality of all information received during the term of this Agreement, whether regarding the Client’s business, even after the termination of their Services.
6. The term of this Agreement may be extended with the mutual consent of the Parties in writing and subject to such conditions as the Parties may agree upon.
7. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

**MODIFICATION/ALTERATION:**

1. Any amendment or modification to the terms of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only be binding if evidenced in writing and signed by the Parties or their authorized legal representatives.

**INTELLECTUAL PROPERTY:**

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (hereinafter referred to as the “Intellectual Property”) that is developed or produced under this Agreement, will be the sole property of the Client. The use of Intellectual Property by the Client will not be restricted in any manner.
2. It is hereby clarified that all rights, titles, and interests in the Client’s business and the Services provided therein, including all associated intellectual property rights, are owned or licensed to the Client. Subject to the provisions of this Agreement, the Contractor is granted a non-transferable, limited right to use the Client name during the term of this Agreement.
3. The Contractor hereby understands and agrees that the content available on the Client’s Online Presence, including but not limited to videos, audios, blogs, photographs, merchandise, or any other material that may be contained in the advertisements, email advertisements, or email newsletters, is protected by the applicable intellectual property laws. These include, but are not limited to, trademarks, copyrights, service marks, device marks, patents, and designs.
4. The Contractor shall not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor shall be responsible for any and all damages resulting from unauthorized use of the Intellectual Property.
5. The Contractor understands and agrees that they are prohibited from engaging in activities such as, including but not limited to, copying, reproducing, distributing, translating, adapting, performing, creating derivative works, publishing, renting, or commercially selling any content attributable to the Client’s business without express authorisation from the Client.
6. Upon the expiry or termination of this Agreement, the Contractor shall return to the Client, any property, documentation, records, or confidential information which is the property of the Client.
7. Except as explicitly outlined in these Terms, nothing within this Agreement should be interpreted as granting any rights or licenses to our or any third party's intellectual property rights.

**INDEMNIFICATION:**

1. It is hereby acknowledged that the Contractor shall bear the sole responsibility for all aspects of communication and Service provision. Any liability related to the misbehavior or unethical conduct by the Contractor shall be attributable solely to the Contractor. The Client shall bear no liability or responsibility for any legal action instituted against such Contractor.
2. It is further acknowledged that the Client shall not be liable for any misinformation, misbehavior, or unethical activities conducted by the Contractor.
3. Except to the extent paid in settlement and to the extent permitted under any applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assignees against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying Party, its respective affiliates, officers, agents, employees, and permitted successors and assignees that occurs in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

**NON-COMPETITION**

1. The Employee will not, during the term of this Agreement and for a period of 2 years after its termination, engage, either directly or indirectly, in any business that is competitive to the Company's business within a geographical area that reasonably corresponds to the scope of the Company's business operations.

**NOTICES:**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties’ following addresses:
2. **[CLIENT NAME]**

**[CLIENT EMAIL]**

**[CLIENT ADDRESS]**

1. **[CONTRACTOR NAME]**

**[CONTRACTOR EMAIL]**

**[CONTRACTOR ADDRESS]**

**JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION:**

1. This Agreement shall be governed by and construed in accordance with the laws of [STATE OR COUNTRY].
2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [City], [COUNTRY]. Each party hereby submits to the jurisdiction of such courts and waives any objection to venue laid therein.

**SEVERABILITY:**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER:**

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HAVE DULY AFFIXED THEIR SIGNATURES UNDER HAND AND SEAL ON THIS DAY \_\_\_\_ OF \_\_\_\_, 20\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[CLIENT NAME] [CONTRACTOR NAME]**