

## **SERVICE AGREEMENT**

This Service Agreement ("Agreement") is entered into on [DATE] between Company ABC ("Company") and Client XYZ ("Client").

### **1. SERVICES**

The company shall provide consulting services as described in Exhibit A.

### **2. PAYMENT TERMS**

Client shall pay Company within a reasonable time after receiving an invoice. Late payments may incur additional fees at Company's discretion.

### **3. LIABILITY**

Client agrees to indemnify and hold harmless Company from any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or relating to this Agreement, regardless of the cause or Company's negligence.

### **4. TERMINATION**

Either party may terminate this Agreement at any time without notice. Upon termination, the client remains liable for all unpaid fees and any damages.

### **5. MODIFICATIONS**

Company reserves the right to modify the terms of this Agreement at any time, with or without notice to Client.

### **6. RENEWAL**

This Agreement automatically renews for successive one-year terms unless terminated.

### **7. DISPUTE RESOLUTION**

Any disputes shall be resolved exclusively through binding arbitration in the Company's home jurisdiction. Client waives the right to jury trial and class action.

### **8. INTELLECTUAL PROPERTY**

All work product, ideas, and materials created during the performance of services shall become the exclusive property of the Company.

## **9. NON-COMPETE**

Client agrees not to engage in any business that competes with Company for a period of 5 years after termination.

## **10. GOVERNING LAW**

This Agreement shall be governed by the laws of [STATE], and Client consents to jurisdiction in Company's home courts.