**Service Agreement**

This Service Agreement (“Agreement”) is entered into on the (date) (“Effective Date”) by and between

(Name of the company), (type of company), located at (the full legal address of the company) (“Brand”)

and (Full name of the Influencer), with an official mailing address at (the full legal address of the Influencer) (“Influencer”).

Each referred to individually as a “Party” and jointly as the “Parties.”

By signing this Agreement, Parties agree as follows:

**1. DEFINITIONS**

In this Agreement, the following words and expressions shall have the following meanings:

“**Brand Materials**” means requests, intellectual property, and any other information or materials that the Brand provides to the Influencer to perform Influencer Services.

“**Confidential Information**” means any information provided to or created by the Brand and/or the Influencer to perform or assist in performing Influencer Services. Confidential Information does not include (a) material or information that is known to the public; (b) information gained by third parties as a result of no act or omission of the Influencer or Brand; (c) information lawfully received without restriction on disclosure; or (d) information that was already known by the user of the platform prior to receiving it from the disclosing party and was not received from a third party in breach of that third party’s obligations of confidentiality.

“**Influencer Deliverables**” means any tangible or intangible results, requests, intellectual property, and any other information or materials that the Influencer agrees to create for or delivers to the Brand as a result of performing the Influencer Services.

“**Influencer Fees**” means (a) the fixed fee agreed between the Brand and the Influencer; and (b) any bonuses or other payments made by the Brand to the Influencer.

“**Influencer Services**” means all services performed for or delivered to the Brand by the Influencer under this Agreement.

**2. SERVICES**

The Brand and Influencer agree that the Influencer is performing services as an independent person and that the Influencer is not an employee or agent of the Brand. The Influencer will perform the Influencer Services in a professional manner and will deliver any agreed-upon Influencer Deliverables in a timeous manner. The manner and means of performing the Influencer Services will be determined and controlled solely by the Influencer.

According to this Agreement, the Influencer shall undertake to create Influencer Deliverables for the Brand, that consist of the following:

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**3. RESPONSIBILITY FOR EMPLOYEES AND SUBCONTRACTORS, INCLUDING AGENCY MEMBERS**

If the Influencer subcontracts with or employs third parties to perform Influencer Services, the Influencer represents and warrants that he/she does so as a legally recognized entity or person and is in compliance with all applicable laws and regulations., The Influencer remains responsible for the quality of the Influencer Services and represents and warrants that the Influencer has entered into proper agreements with any such employees and subcontractors on confidentiality and intellectual property.

**4. PAYMENTS AND BILLING**

The Brand shall pay for the services provided and billed by the Influencer on time and in full.

The Influencer agrees to accurately submit, under the account of the user on the Galaxis web platform, invoices for the creation of the Influencer Deliverables and Influencer Services.

Payment is to be made in US dollars within 5 business days from the date of receipt of the invoice.

The Influencer shall pay all taxes according to the applicable laws.

**5. TERMINATION OF THE AGREEMENT**

The Agreement shall terminate upon completion of the Influencer Services or upon the termination by either Party, whichever occurs first. Each Party has the right to terminate this Agreement at any time with or without cause upon seven-calendar days’ notice.

The Influence is entitled to compensation for all Influencer Services, Influencer Deliverables, as provided up until the time of termination of this Agreement.

**6. INTELLECTUAL PROPERTY RIGHTS**

The Brand grants the Influencer a limited, non-exclusive, revocable (at any time, at the Brand’s reasonable and sole discretion) license to use the Brand Materials as necessary, solely for the performance of the Influencer Services under this Agreement. The Brand reserves all other rights and interests, including, without limitation, all intellectual property rights in and to the Brand Materials.

Upon the Influencer’s receipt of full payment from the Brand for delivery of the Influencer Deliverables, the Influencer hereby automatically grants to the Brand an exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license for any purpose, at Brand’s expense.

If the Influencer has any rights to such Influencer Deliverables that cannot be assigned or licensed, the Influencer hereby automatically, upon the Influencer’s receipt of payment from the Brand, unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Brand, with respect to such rights, and will, at the Brand’s request and expense, consent to and join in any action to enforce such rights. If payment is made only for partial delivery of the Influencer Deliverables, the grant described herein applies only to the portion of the Influencer Deliverables received.

The Influencer will assist the Brand in every way, including by signing any documents or instruments reasonably required, both during and after the term of the Agreement, to obtain and enforce intellectual property rights relating to the Influencer Deliverables in all countries.

**7. CONFIDENTIAL INFORMATION**

Receiving party understands that all Confidential Information shall not be disclosed without written consent of the disclosing party.

Receiving party agrees to protect disclosing party’s Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event less than due care.

A Party shall grant authorization to disclose Confidential Information if disclosure is required by law.

Upon request, all Confidential Information shall be returned upon the termination of this Agreement.

**8. INDEMNIFICATION**

The Brand and Influencer indemnify Galaxis, its employees, and agents from any claim, demand, damage, liability, loss, cost, or expense for any damages, as Galaxis is not a party to this Agreement.

Galaxis does not assume any responsibility for any consequence arising from Parties’ use of this Agreement.

**9. AMENDMENTS**

No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both Parties.

**10. FORCE MAJEURE**

In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement  (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic , or any other cause beyond the reasonable control of the Party invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

**11. AUTHORITY**

Brand, Brand Representative, and Influencer have the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

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|  |  |  |
| Brand Representative Signature |  | Brand Representative’s Full Name |

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| Influencer Signature |  | Influencer’s Full Name |