

## AGREEMENT OF SERVICE

This Agreement is entered into between the Client and the Service Provider on this day.

WHEREAS, the Client desires to obtain services from the Service Provider; and

WHEREAS, the Service Provider agrees to provide such services under the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1. Scope of Services:

The Service Provider agrees to provide professional consulting services in accordance with the specifications detailed in Schedule A.

### 2. Compensation:

The Client shall pay the Service Provider a fee of \$5,000 per month, payable within 15 days of receipt of invoice.

### 3. Term and Termination:

This Agreement shall commence on the Effective Date and continue for a period of one year unless terminated earlier in writing by either party.

### 4. Confidentiality:

Both parties agree to maintain in confidence all information disclosed during the term of this Agreement that is identified as confidential.

5. Intellectual Property:

All intellectual property created under this Agreement shall be the sole property of the Client.

6. Limitation of Liability:

In no event shall either party be liable to the other for indirect, incidental, or consequential damages.

7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8. Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

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

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