**Service Agreement**

[Startup Name]

This Service Agreement ("Agreement") is entered into on this [date] ("Effective Date") by and between:

[Your Company Name], a company duly incorporated and existing under the laws of [Country/State], with its registered office at [Address] ("Service Provider"), and

[Client's Company Name], a company duly incorporated and existing under the laws of [Country/State], with its registered office at [Address] ("Client").

**WHEREAS,** Service Provider offers certain services as described in this Agreement; and

**WHEREAS,** Client desires to engage Service Provider to provide such services;

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

**TERMS AND CONDITIONS OF ENGAGEMENT**

1.1 Scope of Services: Service Provider agrees to provide the following services ("Services") as specified in Exhibit A (attached hereto), which forms an integral part of this Agreement.

1.2 Service Standards: Service Provider shall perform the Services with reasonable skill, care, and professionalism in accordance with industry standards and any specific requirements outlined in Exhibit A.

**TENURE**

2.1 Commencement: This Agreement shall commence on the Effective Date and continue until terminated as per the provisions set forth in Section 7 (Termination) of this Agreement.

**DUTIES AND OBLIGATIONS**

3.1 Service Provider's Duties: Service Provider shall perform the Services diligently, promptly, and to the best of its abilities, using qualified personnel, appropriate resources, and complying with all applicable laws and regulations.

3.2 Client's Obligations: Client shall provide Service Provider with all necessary cooperation, information, and access to resources required for the proper provision of the Services.

**REPRESENTATIONS AND WARRANTIES**

4.1 Service Provider's Representations: Service Provider represents and warrants that it has the necessary expertise, qualifications, and resources to perform the Services and that its personnel engaged in providing the Services are competent and qualified.

4.2 Client's Representations: Client represents and warrants that it has the legal right to engage Service Provider for the Services and that it will provide accurate and complete information necessary for the performance of the Services.

**CONFIDENTIALITY**

5.1 Confidential Information: During the term of this Agreement, both parties may disclose certain confidential or proprietary information to each other. The receiving party agrees to keep such information confidential and to use it solely for the purposes of this Agreement, unless otherwise authorized in writing by the disclosing party.

5.2 Exceptions: The obligations of confidentiality shall not apply to information that is publicly available or becomes known to the receiving party through other lawful means.

**INTELLECTUAL PROPERTY RIGHTS**

6.1 Ownership: Any pre-existing intellectual property rights brought by the parties shall remain the property of their respective owners. All intellectual property rights arising from the Services provided under this Agreement shall be owned by the Client.

6.2 License: Service Provider grants Client a non-exclusive, worldwide, royalty-free license to use any deliverables or intellectual property created or provided by Service Provider as part of the Services for the Client's internal purposes.

**TERMINATION**

7.1 Termination for Convenience: Either party may terminate this Agreement for any reason or no reason by providing [number of days] written notice to the other party.

7.2 Termination for Cause: Either party may terminate this Agreement immediately in the event of a material breach by the other party. The non-breaching party shall provide written notice specifying the breach and allow the breaching party [number of days] to cure the breach.

**NOTICE**

8.1 Any notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail or certified mail, or by email to the addresses provided by each party.

**MISCELLANEOUS**

9.1 Entire Agreement: This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

9.2 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of [Country/State]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [City, State].

9.3 Amendments: Any amendments or modifications to this Agreement shall be in writing and signed by authorized representatives of both parties.

**IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be duly executed as of the Effective Date.**

[Your Company Name]

By: [Authorized Representative]

Title: [Title]

Date: [Date]

[Client's Company Name]

By: [Authorized Representative]

Title: [Title]

Date: [Date]

**Exhibit A: [Description of Services]**