**Freelancer Developers vs AA Design Studio Service Agreement**

This **Service Agreement** (the "Agreement") is entered into between **AA Design Studio** ("Service Provider" or "AA Design Studio") and the **Freelancer Developer** ("Freelancer" or "Contractor"). This Agreement outlines the terms and
conditions governing the relationship between both parties regarding the provision of development and other related services.

**Effective Date**: [Effective Date of Agreement]
**Service Provider**: AA Design Studio **Freelancer**:
[Freelancer Name]
**Agreement Reference Number**: [Unique Reference Number]

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## 1. Scope of Services

AA Design Studio engages the Freelancer to provide the following services:

- **Software Development**: Development of web and mobile applications, APIs, and database integration.

- **Digital Marketing**: SEO services, content creation, social media campaigns, and digital advertising.

- **Consulting**: Providing expert advice in areas like technology selection, software architecture, and business solutions.

- **Specific Deliverables**: The Freelancer will deliver the agreed-upon work according to the milestones, timelines, and specifications outlined in the project scope document.

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## 2. Project Timeline and Deliverables

The following timelines apply to the specific project being worked on:

- **Start Date**: [Start Date]

- **Completion Date**: [Completion Date]

- **Milestone Deliverables**: The project will be broken down into deliverable milestones (e.g., design phase, development phase, testing phase). Each phase will be clearly defined in the project scope document.

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## 3. Payment Terms

- **Total Project Fee**: [Total Fee Amount]

- **Payment Schedule**:

  - **Initial Deposit**: [Amount/Percentage] due upon signing this Agreement.

  - **Milestone Payments**: Payments will be made upon the completion of each milestone, as outlined in the project scope document.

  - **Final Payment**: The final payment will be made upon project completion and client acceptance of all deliverables.

- **Late Payments**: A **late fee** of [Late Fee Percentage] per month will be charged on overdue payments.

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## 4. Freelancer Responsibilities

- The **Freelancer** will be responsible for:

  - Meeting project deadlines and delivering work as per the scope and quality standards.

  - Communicating regularly with AA Design Studio and providing progress reports.

  - Ensuring that all deliverables are bug-free and meet the requirements outlined in the project scope.

  - Using the agreed-upon technologies and frameworks for development, as discussed in the project specification.

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## 5. AA Design Studio Responsibilities

- **AA Design Studio** will:

  - Provide the **Freelancer** with access to necessary tools, resources, and documentation.

  - Act as the main point of contact for any client-related queries or approvals.

  - Oversee the quality assurance process and ensure that the deliverables meet client expectations.

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## 6. Intellectual Property

- **Ownership**: Upon full payment, the **Freelancer** transfers all rights, ownership, and intellectual property of the project deliverables to **AA Design Studio**.

- **License**: AA Design Studio retains the right to use the Freelancer's work for marketing or portfolio purposes but grants the **Freelancer** no rights to use the deliverables without express permission.

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## 7. Confidentiality and Non-Disclosure Agreement (NDA)

Both parties agree to the following terms regarding confidentiality and non-disclosure of sensitive information:

- **Confidential Information**: Any information disclosed by either party that is marked confidential or can be reasonably understood as confidential, including business plans, software, customer information, trade secrets, and any proprietary information.

- **Obligations of the Freelancer**:

  o The Freelancer agrees not to disclose, share, or use any confidential information for any purpose other than performing their duties under this Agreement.

  o The Freelancer will take all necessary precautions to safeguard the confidential information and ensure its security.

- **Obligations of AA Design Studio**:

  o AA Design Studio agrees not to disclose any confidential information shared by the Freelancer in the course of the engagement, including their professional skills, methodologies, and any proprietary tools.

- **Exceptions**: Confidential information does not include:

  o Information that becomes publicly known without breach of this Agreement.

  o Information that the receiving party can demonstrate was already known prior to disclosure.

- **Duration of NDA**: The obligations in this section shall remain in effect for **two years** after the termination or expiration of this Agreement.

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## 8. Warranties and Support

- **Freelancer Warranties**: The Freelancer warrants that the deliverables will meet the agreed specifications and will be free of defects.

- **Post-Delivery Support**: The Freelancer will provide **[X] weeks/months** of support after the delivery for bug fixes or minor changes, unless otherwise stated.

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## 9. Termination

- **By the Freelancer**: The Freelancer may terminate this Agreement with written notice if **AA Design Studio** fails to make payments or breaches the terms of the Agreement.

- **By AA Design Studio**: AA Design Studio may terminate this Agreement if the Freelancer fails to deliver services on time, breaches the terms, or fails to meet the quality standards.

- **Refunds**: No refunds will be issued for services already rendered, unless otherwise agreed upon.

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## 10. Limitation of Liability

AA Design Studio will not be liable for any indirect, special, incidental, or consequential damages arising from the Freelancer's work. The liability of **AA Design Studio** will be limited to the amount paid by the Client for the work in question.

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## 11. Dispute Resolution

In the event of any dispute arising out of this Agreement, the parties will first attempt to resolve the issue through informal negotiation. If unresolved, the dispute will be settled through binding arbitration according to the rules of [Arbitration Organization] in [Location].

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## 12. Miscellaneous

- **Amendments**: This Agreement may only be amended in writing and signed by both parties.

- **Force Majeure**: Neither party will be held liable for delays or failure to perform due to circumstances beyond their control, such as natural disasters or other unforeseen events.

- **Governing Law**: This Agreement will be governed by the laws of [Jurisdiction].

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**13. Acceptance**

By signing below, both parties agree to the terms and conditions outlined in this Service Agreement.

**For AA Design Studio**
Signature: _____
Name: [Authorized Person's Name]
Title: [Title]
Date: _____

**For Freelancer**
Signature: _____
Name: [Freelancer's Name]
Title: [Title]
Date: _____

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This version includes a **Non-Disclosure Agreement (NDA)** section to ensure the confidentiality and protection of sensitive information. Let me know if you need any additional details or modifications!