

SERVICE AGREEMENT

This agreement ("Agreement") is made on by and between [insert name of business], a [insert description of business organization] organized under the laws of, with an EIN ("Business"), and, with a mailing address of ("Party").

WHEREAS, the Business desires to engage the services of Party in order, and Party is willing to provide such services to the Business;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** Party agrees to provide the following services to Business:
.....
2. **Compensation.** Business agrees to pay Party the sum of [insert payment amount] for the services rendered by Party in accordance with the terms set forth in Exhibit A attached hereto. Business shall pay the compensation to Party via wire transfer to the following account:
3. **Term.** This Agreement shall commence on and shall continue until, unless earlier terminated as provided herein.
4. **Termination.** Either party may terminate this Agreement upon days' written notice to the other party for any reason or for no reason at all.
5. **Confidentiality.** Party agrees to maintain the confidentiality of any and all confidential information of Business, whether disclosed before or during the term of this Agreement, and to use such information solely for the purposes of providing the services under this Agreement. The obligations of confidentiality and use of confidential information shall survive the termination of this Agreement.
6. **Representations and Warranties.** Each party represents and warrants to the other that:
(a) it is duly authorized and has the power and authority to enter into this Agreement and to perform its obligations hereunder;
(b) the execution, delivery, and performance of this Agreement by such party does not and will not violate any law, regulation, order, or judgment applicable to such party;
and (c) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.
7. **Indemnification.** Party shall indemnify, defend, and hold harmless Business, its officers, directors, agents, and employees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Party, or any negligent or willful act or omission of Party or its agents or employees.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. **Signatures.** The parties hereto have executed this Agreement as of the date first above written.

12. **Non-Solicitation.** During the term of this Agreement and for a period of [insert time period] following the termination of this Agreement, Party agrees not to solicit, induce, or encourage any employee, consultant, or contractor of Business to terminate or breach any agreement with Business or to become an employee, consultant, or contractor of any other person or entity, except with the prior written consent of Business.
13. **Intellectual Property.** Any and all intellectual property created or developed by Party in the course of providing services to Business under this Agreement, including any patents, trademarks, copyrights, trade secrets, or other proprietary rights, shall be the sole and exclusive property of Business. Party hereby assigns, transfers, and conveys to Business all right, title, and interest in and to such intellectual property, and agrees to take any and all actions reasonably necessary to effect and perfect such assignment, including without limitation, executing any documents or instruments of transfer or conveyance requested by Business.

BUSINESS:

.....

CLIENT:

.....