YourCompany Services Agreement

This Services Agreement ("Agreement") is made and effective this DATE, by and between YourCompany (“YourCompany.”) and Client,. (“Client).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Deliverables

YourCompany shall serve as a contractor to Client providing the services specified in Appendix A “Proposal of Services”, and as more fully set forth in this Agreement. YourCompany agrees to deliver each project component within the timelines identified in Appendix B.

2. Compensation.

1. Client Information Systems shall pay YourCompany as per the following schedule of work:
2. Down payment of $0.00
3. Within 7 days of completion of each milestone as detailed in (Appendix A) and milestone sign off by both YourCompany and Client.

3. Independent Contractor.

YourCompany is acting as an independent contractor with respect to the services provided to Client. Neither YourCompany nor his employees will be considered employees of Client. Client will not be responsible for YourCompany actions while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal-agent relationship between the parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

4. Completion of Work.

A. YourCompany will utilize its resources to complete the work identified in this agreement. All work shall be performed in a professional and workmanlike manner.

5. Changes to Original Specifications

During the course of this project, Client or YourCompany may request changes to the original Specifications.

1. If these specifications are requested by Client, it is understood that these changes may come at an additional cost and cause a delay in the delivery date of the project.
2. If these specifications are requested/suggested by YourCompany as a way to improve the project, YourCompany shall use its best efforts to complete the project within the specified amount of time. No additional costs shall be contracted, unless requested by Client.
3. All changes that significantly alter the project specifications and either increase the cost of the project or lead to a delay in the delivery date, must be approved in writing by both parties.

6. Confidentiality and Nondisclosure.

1. YourCompany and Client acknowledge that all material and information supplied by each party is to be considered confidential and proprietary. By way of illustration, but not as a limitation, Confidential Information includes the Software, trade secrets, processes, data, know-how, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists. Upon termination of this Agreement or at any other time upon request, each party will promptly deliver to the other all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by YourCompany or others, which contain Confidential Information. Each party acknowledges that Confidential Information is the sole property of the other party and agrees to not disclose it to a third party without the express written consent of the information owner. Each party agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the information owner irreparable damage. The parties agree to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to employees or contractors with a need to know such information and not to release or disclose it to any other party. At any time, upon request, the parties will return any such information within its possession to the other party.

7. Term and Termination.

A. This Agreement shall commence [DATE AGREEMENT BEGINS] and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

1. YourCompany appointment as a service provider pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:

(i) In the event either party defaults in any material or financial obligations owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not remedied following at least thirty (30) days written notice to the defaulting party.

(ii) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within forty five (45) days after commencement.

(iii) YourCompany staff dies or becomes disabled or terminally ill.

8. Communication and Notice

Client and YourCompany agree that email, video conferencing and phone communication shall be the principal means of communicating. Each party consents to the other emailing documents and to receiving emails and information from the other party.

Any legal notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to YourCompany: YOUR ADDESS

If to Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law.

This Agreement shall be construed and enforced according to the laws of the [Province you live in] and any disputes under this agreement must be according to the laws of this

jurisdiction.

15. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof**,** the parties have executed this Agreement as of the date first written above.

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YourCompany Client

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Date

**Appendix A-Specification of Work**