

Rectified Contract - serviceagreement_2025121114629

****AGREEMENT FOR SERVICES****

This Agreement is made and entered into on [DATE] by and between [PARTY A] ("Party A") and [PARTY B] ("Party B") (collectively, the "Parties").

****ARTICLE 1: DEFINITIONS****

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- * "Confidential Information" means all information disclosed by one Party to the other Party, including but not limited to trade secrets, business plans, and technical information.
- * "Data Protection Act" means the Data Protection Act [YEAR] and all amendments thereto.
- * "Intellectual Property Rights" means patents, trademarks, copyrights, and other intellectual property rights.

****ARTICLE 2: CONFIDENTIALITY****

- 2.1 The Parties agree to keep confidential all Confidential Information disclosed by each other in accordance with this Agreement.
- 2.2 The Parties agree to protect the confidentiality and security of all data and information exchanged between them.
- 2.3 The Parties agree to comply with all applicable laws and regulations, including the Data Protection Act.

****ARTICLE 3: DATA PROTECTION****

- 3.1 The Parties agree to comply with all applicable laws and regulations, including the Data Protection Act.
- 3.2 The Parties agree to implement procedures for data subject access requests, data breaches, and data protection impact assessments.
- 3.3 The Parties agree to maintain records of all data processing activities.

****ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS****

- 4.1 The Parties agree that all Intellectual Property Rights created or developed during the term of this Agreement shall be owned by the Party that created or developed such Intellectual Property Rights.
- 4.2 The Parties agree to use all Intellectual Property Rights in accordance with the terms of this Agreement.

****ARTICLE 5: LIABILITY****

- 5.1 The Parties acknowledge that a breach by a Party of its obligations would cause irreparable harm to the other Party, and the non-breaching Party shall be entitled to immediate equitable relief.
- 5.2 The Parties agree to indemnify and hold harmless each other against all claims, damages, and expenses arising out of a breach of this Agreement.

****ARTICLE 6: TAX OBLIGATIONS****

- 6.1 The Parties agree to comply with all tax laws and regulations.
- 6.2 The Parties agree to pay all taxes, assessments, and charges.

****ARTICLE 7: TERMINATION****

- 7.1 This Agreement may be terminated by either Party upon written notice to the other Party.
- 7.2 Upon termination, all obligations of the Parties shall cease, and all Confidential Information shall be returned to the disclosing Party.

****ARTICLE 8: DISPUTE RESOLUTION****

- 8.1 The Parties agree to resolve disputes through negotiation and mediation before resorting to litigation.
- 8.2 The Parties agree to comply with all applicable laws and regulations.

****ARTICLE 9: GOVERNING LAW****

9.1 This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY].
9.2 Any disputes arising under this Agreement shall be resolved through arbitration in accordance with the rules of [ARBITRATION ASSOCIATION].

****ARTICLE 10: FORCE MAJEURE****

10.1 The Parties agree that neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to force majeure events, including but not limited to natural disasters, wars, or pandemics.

10.2 The Parties agree to notify each other in writing of any force majeure event.

****ARTICLE 11: INSURANCE****

11.1 The Parties agree to maintain insurance coverage for certain risks, including but not limited to liability and business interruption.

11.2 The Parties agree to provide proof of insurance coverage to each other upon request.

****ARTICLE 12: ENTIRE AGREEMENT****

12.1 This Agreement constitutes the entire agreement between the Parties, superseding all prior contracts or agreements.

12.2 This Agreement may not be amended or modified except in writing signed by both Parties.

****ARTICLE 13: ASSIGNMENT****

13.1 This Agreement may not be assigned by any Party without the prior written consent of the other Party.

13.2 Any assignment of this Agreement shall be subject to the prior written consent of the other Party.

****ARTICLE 14: NOTICES****

14.1 All notices, requests, and other communications under this Agreement shall be in writing and delivered by email, or certified mail.

****ARTICLE 15: COUNTERPARTS****

15.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

****IN WITNESS WHEREOF****

The Parties have executed this Agreement as of the date first above written.

Note: This is a sample contract and should be reviewed and customized to fit the specific needs and requirements of the Parties.