

Rectified Contract - serviceaggrement_20251211120155

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

1.1 In this Agreement, the following definitions apply:

- * "Agreement" means this Service Agreement, including all schedules, annexes, and appendices.
- * "Confidential Information" means any information disclosed by one Party to the other Party, including but not limited to, business plans, financial information, and trade secrets.
- * "Data Protection Laws" means all applicable laws and regulations related to data protection, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
- * "Intellectual Property" means all intellectual property rights, including patents, trademarks, copyrights, and trade secrets.
- * "Party" means either the Services Provider or the General Partner.
- * "Party Personnel" means employees, officers, directors, managers, and contractors of a Party.

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

- 2.1 Each Party agrees to keep confidential all Confidential Information disclosed by the other Party.
- 2.2 The obligations of confidentiality under this Article shall survive the termination of this Agreement.

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

- 3.1 The Parties agree to comply with all applicable Data Protection Laws, including the GDPR and the Data Protection Act 2018.
- 3.2 The Services Provider shall implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data.
- 3.3 The Parties agree to provide each other with access to personal data in accordance with applicable Data Protection Laws.

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

- 4.1 The Parties agree to respect each other's intellectual property rights.
- 4.2 The Services Provider shall obtain all necessary licenses and permissions to use any intellectual property owned by third parties.

****ARTICLE 5: DISPUTE RESOLUTION****

- 5.1 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).
- 5.2 The arbitration shall be conducted in English, and the award shall be final and binding on the Parties.

****ARTICLE 6: TERMINATION****

- 6.1 This Agreement may be terminated by either Party upon written notice to the other Party.
- 6.2 Upon termination, the Parties shall return all Confidential Information and intellectual property to each other.

****ARTICLE 7: GOVERNING LAW****

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction].
- 7.2 Any disputes arising out of or in connection with this Agreement shall be resolved in accordance with the laws of [insert jurisdiction].

****ARTICLE 8: TAX COMPLIANCE****

- 8.1 The Parties agree to comply with all applicable tax laws and regulations.
- 8.2 The Services Provider shall be responsible for paying all taxes and withholding taxes on its income.

****ARTICLE 9: INSURANCE****

9.1 The Services Provider shall maintain liability insurance and professional indemnity insurance in accordance with industry standards.

9.2 The Parties agree to comply with all applicable insurance laws and regulations.

****ARTICLE 10: GENERAL PROVISIONS****

10.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

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

10.3 This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

Note: This is a sample contract, and it is essential to consult with a lawyer to ensure that it meets the specific requirements of your business and complies with applicable laws and regulations.