

UMAYRENDER

SERVICE AGREEMENT

This Service Agreement (the "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") by and between the parties identified below. The parties agree as follows:

Service Provider:

ABC Professional Services, Inc.
123 Business Avenue, Suite 400
Metropolis, NY 10001
Email: contracts@abcservices.example
Phone: (555) 123-4567

Client:

XYZ Corporation
456 Corporate Boulevard
Business City, CA 90210
Email: legal@xyzcorp.example
Phone: (555) 987-6543

1. Scope of Services

The **Service Provider** shall provide the following services (the "**Services**") to the **Client**:

- Strategic business consulting for the Client's marketing department, including market analysis and competitor research.
- Development of a comprehensive marketing strategy for the Client's new product line.
- Monthly performance review meetings and progress reports.
- Implementation support for approved marketing initiatives.

Additional services may be added through a written amendment to this Agreement signed by both parties.

2. Term

This Agreement shall commence on the **Effective Date** and shall continue for a period of twelve (12) months, unless earlier terminated in accordance with the provisions of this Agreement (the "**Term**").

3. Payment Terms

In consideration for the Services, the **Client** shall pay the **Service Provider** as follows:

- A monthly retainer fee of \$10,000.00 (Ten Thousand Dollars), payable on the first day of each month.
- Additional services beyond the scope of this Agreement shall be billed at an hourly rate of \$250.00 (Two Hundred Fifty Dollars) per hour.

3. Out-of-pocket expenses reasonably incurred by the Service Provider in performing the Services shall be reimbursed by the Client upon submission of receipts and appropriate documentation.

All payments are due within thirty (30) days of receipt of an invoice from the **Service Provider**. Late payments shall bear interest at the rate of 1.5% per month.

4. Intellectual Property

All materials, reports, plans, and other work product produced by the **Service Provider** in the performance of the **Services** (the "**Deliverables**") shall be the exclusive property of the **Client** upon payment in full for the **Services**. The **Service Provider** retains the right to use general concepts, techniques, and know-how developed during the performance of this Agreement, provided that such use does not disclose the **Client's** confidential information.

5. Confidentiality

Each party acknowledges that it may receive confidential information ("**Confidential Information**") from the other party during the course of this Agreement. Each party agrees to:

1. Maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party without prior written consent.
2. Use the Confidential Information solely for the purpose of performing this Agreement.
3. Protect the Confidential Information with at least the same degree of care used to protect its own confidential information.

This confidentiality obligation shall survive the termination or expiration of this Agreement for a period of three (3) years.

6. Termination

This Agreement may be terminated:

1. By either party upon thirty (30) days' written notice to the other party.
2. Immediately by either party in the event of a material breach of this Agreement by the other party, which breach remains uncured for fifteen (15) days after written notice.

Upon termination, the **Client** shall pay for all **Services** performed up to the date of termination. The **Service Provider** shall deliver all completed or in-progress **Deliverables** to the **Client** upon receipt of full payment.

7. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. The **Service Provider's** total liability under this Agreement shall not exceed the amount of fees paid by the **Client** during the three (3) months preceding the event giving rise to liability.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any dispute arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of New York County, New York.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or negotiations. This Agreement may only be modified by a written amendment signed by authorized representatives of both parties.

John Smith
CEO, ABC Professional Services, Inc.

Date: _____

Jane Johnson
CFO, XYZ Corporation

Date: _____