

GENERAL SERVICES AGREEMENT

This General Services Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the Client and the Service Provider identified below.

Client.

The Client is (check one): ☐ an individual ☐ a business entity

Name: _____

If a business entity — state of formation: _____ entity type: _____

Principal place of business / mailing address: _____

Service Provider.

The Service Provider is (check one): ☐ an individual ☐ a business entity

Name: _____

If a business entity — state of formation: _____ entity type: _____

Principal place of business / mailing address: _____

Client and Service Provider are each referred to herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Client desires to retain the Service Provider to provide certain services; and

WHEREAS, Service Provider is engaged in the business of providing such services and desires to perform such services for Client.

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

1. Scope of Services

Service Provider shall perform the services described in _____ (the "Services") in a timely and professional manner and in accordance with the terms and conditions of this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall continue until all Services have been completed and accepted by Client, unless earlier terminated in accordance with this Agreement.

3. Compensation

In consideration for the Services, Client shall pay Service Provider fees in the amount of \$_____ (the "Fees"), as further described in _____. Service Provider shall invoice Client for the Fees upon completion of the Services, and Client shall pay each undisputed invoice within _____ days of receipt.

4. Confidentiality

Service Provider shall keep confidential all information of Client that is designated as confidential or that, under the circumstances surrounding the disclosure, ought reasonably to be treated as confidential ("Confidential Information"). Service Provider shall not use or disclose any Confidential Information except as necessary to perform the Services or as required by law.

5. Ownership of Work Product

Service Provider acknowledges and agrees that all work product produced by Service Provider in connection with the Services shall be the sole and exclusive property of Client. Service Provider hereby irrevocably assigns to Client all right, title, and interest in and to such work product, and shall execute any documents reasonably necessary to perfect such assignment.

6. Warranties

Service Provider warrants that (i) the Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and all applicable laws, rules, and regulations; and (ii) the Services and any work product shall not infringe upon the intellectual property rights of any third party.

7. Indemnification

Service Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of this Agreement or any negligent or wrongful act or omission of Service Provider.

8. Termination

Either Party may terminate this Agreement upon _____ days' prior written notice to the other Party. Upon termination, Service Provider shall promptly deliver to Client all work product produced in connection with the Services, together with all other materials and property belonging to Client in Service Provider's possession or control.

9. Assignment

Service Provider shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Client. Any attempted assignment in violation of this Section shall be null and void.

10. Limitation of Liability

Except for liabilities arising from a Party's indemnification obligations, breach of confidentiality, or gross negligence or willful misconduct, Service Provider's aggregate liability for any claim arising out of or relating to this Agreement shall not exceed the total amount paid by Client to Service Provider under this

Agreement. In no event shall either Party be liable for any special, incidental, consequential, or punitive damages.

11. Non-Solicitation

Include this section (check one): ☐ Yes ☐ No (strike through this section if omitted)

During the term of this Agreement and for a period of _____ months thereafter, Service Provider shall not, directly or indirectly, solicit, induce, or attempt to induce any employee or independent contractor of Client to terminate his, her, or its employment or contractual relationship with Client.

12. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by an event beyond its reasonable control, including, without limitation, acts of God, war, riot, terrorist acts, embargoes, fire, flood, earthquake, epidemic, or other natural disaster, provided that the affected Party promptly notifies the other Party and uses commercially reasonable efforts to resume performance as soon as practicable.

13. Dispute Resolution

Method (check one): ☐ Binding arbitration (AAA) ☐ Courts (litigation)

Venue (City, State): _____

The chosen forum shall have exclusive authority over any dispute arising out of or relating to this Agreement, and the award or judgment rendered shall be final and binding. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

14. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered in person, or on the third business day following the date of mailing if sent by certified mail, postage prepaid, to the Party at the address set forth in this Agreement, or at such other address as a Party may designate by written notice to the other Party.

15. Survival

Any provision of this Agreement which by its terms or nature is intended to survive termination or expiration shall survive any such termination or expiration.

16. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

17. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it at a later time.

18. 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. Signatures delivered electronically or by other reliable means shall be deemed originals.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to its conflict-of-laws provisions.

20. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions, agreements, and understandings, whether written or oral, with respect to its subject matter.

21. Amendment

This Agreement may not be amended except by a written instrument executed by both Parties.

Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT

Signature: _____ Date: _____

Name: _____

Title (if entity): _____

SERVICE PROVIDER

Signature: _____ Date: _____

Name: _____

Title (if entity): _____