

OUTSOURCING SERVICES AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Client Name: _____

Client Address: _____

Service Provider Name: _____

Service Provider Address: _____

RECITALS:

WHEREAS, Client desires to engage Service Provider to perform certain outsourced services as described herein, and Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Services

Service Provider shall perform the services described in Exhibit A attached hereto (the "Services") and incorporated herein by this reference. Service Provider shall perform the Services in a professional, diligent, and timely manner, consistent with industry standards.

2. Term

This Agreement shall commence upon the Effective Date and shall continue for the period specified in Exhibit B, unless terminated earlier in accordance with the terms of this Agreement.

3. Compensation

Client shall pay Service Provider the fees set forth in Exhibit C according to the payment schedule therein. All payments shall be made in U.S. dollars and are due net thirty (30) days from receipt of invoice.

4. Independent Contractor Relationship

Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Service Provider shall have sole control over the manner and means of performing the Services.

5. Confidentiality

Each party agrees to maintain in confidence all confidential information disclosed by the other party, and to use such information solely for the purposes of performing this Agreement, except as required by law.

6. Intellectual Property

All intellectual property rights arising out of the performance of the Services, including but not limited to inventions, designs, developments, and works of authorship, shall be owned exclusively by Client. Service Provider hereby assigns all such rights to Client.

7. Warranties and Representations

Service Provider represents and warrants that it has the full right and authority to enter into this Agreement; the Services shall be performed in a professional and workmanlike manner; and the Services will not infringe upon the rights of any third party.

8. 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 arising out of or related to Service Provider's breach of this Agreement or negligence.

9. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising from or relating to this Agreement.

10. Termination

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Client may terminate immediately for cause upon written notice if Service Provider breaches any material term of this Agreement and fails to cure within ten (10) days of notice.

11. Return of Property

Upon termination or expiration of this Agreement, Service Provider shall promptly return all Client property, materials, and confidential information in its possession.

12. Compliance with Laws

Service Provider shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the Services.

13. Non-Solicitation

During the term of this Agreement and for twelve (12) months thereafter, neither party shall solicit for employment or contract any employee or contractor of the other party without prior written consent.

14. Insurance

Service Provider shall maintain adequate insurance coverage as required by law and sufficient to cover its obligations under this Agreement, including general liability and workers' compensation insurance.

15. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, or internet failures.

16. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the respective addresses set forth herein.

17. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

18. Dispute Resolution

The parties agree to attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiation. If unresolved, disputes shall be resolved by binding arbitration under the rules of the American Arbitration Association in the venue specified above.

19. Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the entire agreement between the parties and supersedes all

prior negotiations, understandings, and agreements, whether oral or written.

20. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

21. Severability

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

22. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

23. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including PDF.

24. Headings

Section headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.

CLIENT AUTHORIZED SIGNATORY

SERVICE PROVIDER AUTHORIZED SIGNATORY

Signature: _____

Signature: _____

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