

WHITE LABEL SERVICE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Provider (White Label Service Provider) Name: _____

Provider Contact Information: _____

Client (Reseller) Name: _____

Client Contact Information: _____

Recitals

WHEREAS, Provider offers services and products that Client desires to market and sell under Client's own brand name (the "White Label Services"); and WHEREAS, Client desires to obtain the right to offer and resell the White Label Services subject to the terms and conditions set forth herein.

1. Grant of License

Provider hereby grants Client a non-exclusive, non-transferable, revocable license to market, sell, and distribute the White Label Services under Client's branding, subject to the terms of this Agreement.

2. Scope of Services

Provider shall deliver the White Label Services in a professional and workmanlike manner consistent with industry standards. Provider reserves the right to modify, update, or discontinue any aspect of the services upon reasonable notice to Client.

3. Client Obligations

Client shall market and sell the White Label Services in compliance with all applicable laws and regulations and shall not misrepresent Provider or the services. Client shall provide accurate and timely information to end-users.

4. Fees and Payment

Client shall pay Provider fees as specified in one or more written schedules attached hereto. All payments shall be made in U.S. Dollars. Late payments shall incur interest at the rate of 1.5% per month or the maximum permitted by law, whichever is less.

5. Term and Termination

This Agreement shall commence on the Effective Date and continue for one year, automatically renewing for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term. Either party may terminate this Agreement for cause upon material breach by the other party if such breach is not cured within 30 days after written notice.

6. Confidentiality

Each party agrees to maintain the confidentiality of all proprietary and non-public information disclosed by the other party in connection with this Agreement and to use such information only for purposes of performing obligations hereunder.

7. Intellectual Property

Provider retains all right, title, and interest in and to the White Label Services, including all intellectual property rights

therein. Client shall not remove, alter, or obscure any Provider trademarks, copyrights, or other proprietary notices.

8. Warranties and Disclaimers

Provider warrants that the White Label Services will perform substantially in accordance with the documentation under normal use. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE SIX MONTHS PRECEDING THE CLAIM.

10. Indemnification

Client shall indemnify, defend, and hold Provider and its affiliates harmless from any third-party claims, damages, losses, or expenses arising out of Client's breach of this Agreement or misuse of the White Label Services.

11. Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders in connection with its performance under this Agreement.

12. Data Protection

Both parties agree to comply with applicable data protection and privacy laws. Provider shall implement reasonable security measures to protect data processed in connection with the White Label Services.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

14. Notices

All notices under this Agreement must be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or email with confirmation of receipt, to the addresses set forth above or such other address as either party may designate by notice.

15. Relationship of Parties

The parties are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship.

16. Assignment

Client may not assign or transfer this Agreement or any rights or obligations hereunder without Provider's prior written consent, which shall not be unreasonably withheld.

17. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

18. Entire Agreement

This Agreement, including all schedules and attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements and understandings.

19. Amendments

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

20. 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 law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

21. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

22. Counterparts

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

23. Headings

Headings are for reference purposes only and shall not affect the interpretation of this Agreement.

PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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