

This **Service Agreement** ("**Agreement**") is made and entered into as of **[Date]**, by and between:

Vendor: **[Your Company Name]**, a company organized under the laws of **[Your Country]**, with its principal place of business at **[Your Company Address]**, represented by **[Name and Surname]**, hereinafter referred to as the "Vendor" or "Contractor" or "Software Consultant".

Client: **[Client's Company Name]**, a company organized under the laws of **[Client's Country]**, with its principal place of business at **[Client's Company Address]**, represented by **[Client Representative's Name and Title]**, hereinafter referred to as the "Client."

Collectively, the Vendor and the Client may be referred to as the "**Parties**," and individually as a "**Party**."

§ 1

Subject of the Agreement

1. The Vendor agrees to provide the Client with services related to **[a brief description of services]**, as specified in detail in Appendix A attached to this Agreement.

§ 2

Representation of the Parties

1. The Parties mutually represent that:
 - a. they have full legal capacity to execute this Agreement as well as to perform obligations arising therefrom;
 - b. at the time of the execution of this Agreement, there are no bankruptcy, composition (recovery) or enforcement proceedings pending in any court against either partner, neither are there any preconditions to the institution of the aforementioned proceedings; should any preconditions to the institution of the aforementioned proceedings arise, each party agrees to make respective notification thereof to the other partner;
 - c. execution and performance of this Agreement does not constitute a breach of any agreement or obligation as well as any final administrative decision, regulation, ordinance, resolution, or final and legally binding decision of court;
 - d. they hold and maintain in strict confidence any confidential information that other Party provides (such as proprietary technical or business information) in accordance with the terms of the Confidentiality section below;
 - e. the Parties explain that this Agreement shall not constitute an employment contract, a joint venture contract or a civil-law partnership.

2. The Vendor will refrain from any actions which might impair the good name of the other Party.
3. Vendor promises that his work does not violate the patent, copyright, trade secrets or other property rights of any person, company or entity.
4. Under no circumstances shall the Contractor treat the Client as an employer, or as a partner, agent or principal. The Parties confirm that the execution of this Agreement does not create any obligations of dependence between them and that each Party has the right to conclude this Agreement without infringing the rights of third persons/parties. The Contractor is not Client's agent or representative and has no authority/rights to bind or conclude the Client to any agreements or other obligations. The Client shall not be liable for any obligations of the Contractor resulting from contracts concluded by the Contractor with third persons/parties.

§ 3

Confidentiality

1. Both Parties agree to maintain the confidentiality of all proprietary information disclosed during the course of this Agreement. Neither Party shall disclose any such information to third parties without prior written consent from the other Party.

§ 4

Duration of the Agreement

1. This Agreement shall commence on [Start Date] and continue until [End Date] unless terminated earlier by either Party in accordance with the termination provisions.

§ 5

Payment Terms

1. The Client shall pay the Vendor [Amount] for the services provided under this Agreement. Payments shall be made [Payment Frequency, e.g., monthly] via [Payment Method, e.g., bank transfer], due on or before [Due Date]. Invoices will be issued by the Vendor on the [Invoice Issue Date] of each month.
2. The Client agrees to execute the transfer on the xxx day of every month, the latest assuming a correct invoice is being supplied no later than by the end of the xxx day of the month.

3. The Contractor is only entitled to compensation for realistically performed services assigned by the Client.

§ 6

Intellectual Property Rights

1. All intellectual property developed by the Vendor during the course of this Agreement shall be the sole property of the Client, unless otherwise agreed in writing with signatures.

§ 7

Independent contractor

1. Vendor shall operate at all times as an independent contractor of the Company.
2. This Agreement does not authorize the Contractor to act for the Company as its agent or to make commitments on behalf of the Company.
3. The Company shall not withhold payroll taxes, and Vendor shall not be covered by health, life, disability, or worker's compensation insurance of the Company.
4. Any persons employed by Vendor in connection with the performance of the services shall be Vendor's employees and Vendor shall be fully responsible for them.
5. Client agrees that Vendor is an independent company/contractor, and not Client's employee. Although Client will provide general direction to Vendor and its specialists, Vendor will determine, in Vendor's sole discretion, the manner and ways in which Vendor will create the for the Client, as well as is solely responsible for withdrawing mandatory taxes according to local laws and regulations.

§ 8

Termination

1. Either Party may terminate this Agreement with [Notice Period, e.g., 30 days] written notice to the other Party. Upon termination, all services rendered up to the date of termination shall be paid by the Client.

§ 9

Limitation of Liability

1. Except for damages arising from gross negligence, willful misconduct, fraud, breach of confidentiality, or indemnification obligations, neither Party shall be liable to the other for

any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, business, or data, even if advised of the possibility of such damages.w

§ 10

Governing Law and Dispute Resolution

1. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of this Agreement shall be resolved through [Dispute Resolution Method, e.g., arbitration] in [Location]. If any provision of the Agreement proves invalid in whole or in part, the remaining provisions shall remain in force to the fullest extent permitted by law, and the Parties undertake, at the request of either of them, to replace the invalid provisions with those whose legal force and effect are most similar to the provisions being replaced.

§ 11

Amendments

1. Any amendments to this Agreement must be made in writing and signed by both Parties.

§ 12

Entire Agreement

1. This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior agreements or understandings.
2. If any provision of the Agreement proves invalid in whole or in part, the remaining provisions shall remain in force to the fullest extent permitted by law, and the Parties undertake, at the request of either of them, to replace the invalid provisions with provisions whose legal force and effect are most similar to the provisions being replaced.

Details of agreement - Appendix A

Type of contract: Time & Materials

Location: Remotely from Europe

Engagement: The Contractor guarantees to provide availability of **xxx** hours per week. The services should be performed in reasonable business hours and align with the availability of the rest of the team.

Daily limit of billable hours: **8 hours**

Permissible days of performing services: **Monday through Friday (including)**

Remuneration: **XX USD/hour**

Project start date: **[[DATE_DATE]]**

Name

Name Surname

Owner

Company LTD

Client representative

Vendor representative