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Service Agreement

Alabama

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties:

_____, a corporation having its principal place of business at the following address:

_____

and

_____, a corporation having its principal place of business at the following address:

_____

Hereinafter, "Client" will refer to and be used to describe the following party: _____. "Service Provider" will refer to and be used to describe the following party: _____. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Services (as defined below) of Service Provider;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Service Provider wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Services" shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

_____

B) "Commencement Date" shall be used to refer to the date the Service Provider begins work on the Services for the Client. The Commencement Date shall be _____.

C) "Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Client. The Completion Date will be _____.

D) "Minimum Required Time" shall be used to refer to the minimum amount of time that the Service Provider must devote to the provision of Services under the terms of this Agreement. The Minimum Required Time is as follows:

_____

The Service Provider will keep the Client apprised of how much time is being spent on the provision of Services, and will provide a breakdown of time upon Client's Request. If the Service Provider dedicates more than the Minimum Required Time to the provision of Services, the Fees will not be increased unless prior written approval is given by the Client, and any such increase has been agreed to by both Parties. If the Service Provider does not spend at least the Minimum Required Time in providing the Services, the Fees will be reduced pro-rata for the percentage of the Minimum Required Time actually completed, or otherwise in accordance with the terms and conditions of this Agreement, unless otherwise agreed.

E) "Key Dates" shall be used to refer to specific dates during the time period that the Services are being rendered that the Service Provider agrees to meet specific events or deadlines. The Key Dates will be as follows:

_____

F) "Fees" shall be used to refer to the payment Client will pay to Service Provider for the rendering of the Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Services rendered

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Service Provider hereby agrees to render the Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates,, at the Location directed by the Client, as described below and Client agrees to pay Service Provider the Fees required for the Services.

Article 3 - LOCATION:

Service Provider will render the Services at the following location (throughout this agreement, "Location"):

_____

Article 4 - SUBCONTRACTORS:

The Service Provider shall be permitted to use subcontractors in the provision of Services to the Client. The Service Provider will need to receive prior approval from the Client for the use of a particular intended subcontractor. The Service Provider shall be responsible for the work of a subcontractor whose work shall be undertaken to the same standard as required by this Agreement. However, the Parties acknowledge and agree that some subcontractors have their own terms and conditions on which they trade and which are more restrictive than the provisions in this Agreement. For example, without limiting the generality of the foregoing, a subcontractor may have more restrictive wording as to the standard it will meet in work it performs (as to timing or quality), what is to happen if that standard is not met, and the restriction and exclusion of liability. Where the terms and conditions of a subcontractor are more restrictive or exclusory than the provisions of this Agreement, the Parties agree that work provided by a subcontractor will be governed by the terms and conditions of the subcontractor rather than the provisions of this Agreement.

Article 5 - STAFF OR EMPLOYEES:

The Service Provider shall only utilize the following staff or employees to assist in the provision of the Services, as these individuals are hereby approved and agreed to by Client:

_____

Article 6 - FEES:

The Client agrees to pay the Service Provider the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:

A) Invoice Interval: The Service Provider will be entitled to invoice the client at the following time period: Weekly.

B) Invoice Period: The Client shall have the following time period in which to pay the Service Provider's invoice: _____

C) Method of Payment: Service Provider will accept the following forms of payment:

_____

D) Expenses: The Service Provider is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.

E) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Service Provider shall be entitled to:

I) charge interest on the outstanding amount at the rate of 5%, yearly (five percent, yearly);

II) require Client to pay for the Services, or any remaining part of the Services, in advance;

III) cease performance of the Services completely or until payment is made, at the Service Provider's sole and exclusive discretion.

F) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Service Provider shall be the sole and exclusive responsibility of each, respectively.

Article 7 -

Article 8 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Service Provider may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Service Provider in connection with the provision of Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Service Provider to assist in the provision of Services, that was not created by Service Provider pursuant to this Agreement, shall belong to the Client. Any ancillary intellectual property belonging to the Service Provider, provided or shown to the Client in any way, that was not created by Service Provider pursuant to this Agreement, shall belong to the Service Provider.

Article 9 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses, and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information.

A) Confidential Information refers to any information which is confidential and

commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

II) is already known, through legal means, to the Receiving Party;

III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by the Receiving Party, and the Receiving Party can show such independent development.

B) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

C) Both Parties hereby agree they shall:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this

Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

Article 10 - COMPETITION:

During the course of this Agreement and for a period of one year following the termination of this Agreement, the Service Provider agrees to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with the Client. The Service Provider, as well as their employees, agents, and/or representatives, agree not to engage in any form of commercial competition either single-handedly or through the employment or contracting with a third-party or organization. Specifically, the Service Provider shall not:

A) Use any of the Proprietary Information directly or indirectly to procure a commercial advantage over the Client or otherwise use any designs, ideas or concepts created by or belonging to the Client without the express written consent of the Client;

B) Solicit the clients or customers of the Client to provide services or supply goods to them of the same or a similar type to those provided by the Client during the course of this Agreement and for a period of one year following the termination of this Agreement;

C) Endeavor to entice away from the Client or employ or offer to employ any person who is employed by the Client during the term of this Agreement and for one year following the termination of this Agreement, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them. This prohibition shall not apply to the recruitment of any such employee who has answered a bona fide advertisement or been recruited by an agency to the Service Provider, if the Service Provider has not given directly or indirectly any form of encouragement to that employee to do so.

Article 11 - WARRANTIES:

The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 12 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Service Provider.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 13 - INDEMNITY:

Client hereby agrees to indemnify Service Provider, and all of Service Provider's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Service Provider and client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 14 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Service Provider of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Service Provider will be in breach of the Agreement.

Article 15 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Service Provider if the Client fails to pay any requisite Fees within seven (7) days after the date they are due. The Service Provider may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Service Provider related to the rendering of Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 16 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by the Service Provider to the Client under the terms and conditions herein.

Article 17 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

K) FORCE MAJEURE: Service Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Service Provider:

_____

Client:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____