

SERVICE AGREEMENT

Location: _____ Date: _____

Parties:

Service Provider Name: _____

Provider Address: _____

Client Name: _____

Client Address: _____

Recitals:

WHEREAS the Service Provider agrees to provide certain services to the Client, and the Client agrees to receive and pay for such services, all subject to the terms and conditions set forth herein.

1. Definition of Services

The Service Provider shall provide the services detailed in Schedule A attached hereto (the "Services"). The Services shall be performed in a professional, diligent, and timely manner in accordance with industry standards.

2. Term

This Agreement shall commence on the date of signature by both Parties and continue until the Services have been completed, or this Agreement is terminated in accordance with Section 11.

3. Payment

The Client agrees to pay the Service Provider the fees set forth in Schedule B. Unless otherwise specified, all payments shall be made within thirty (30) days of receipt of an invoice from the Service Provider.

4. Independent Contractor

The Service Provider is an independent contractor and nothing in this Agreement shall be construed as creating an employment, partnership, joint venture, or agency relationship between the Parties.

5. Confidentiality

Both Parties agree to keep confidential all information disclosed during the course of this Agreement that is marked confidential or reasonably should be understood as confidential, and shall not disclose such information to any third parties without prior written consent, except as required by law.

6. Intellectual Property

Any intellectual property developed by the Service Provider in the course of providing the Services shall remain the property of the Service Provider unless expressly assigned in writing.

7. Warranties and Representations

The Service Provider represents and warrants that it has the necessary qualifications, experience, and ability to perform the Services in accordance with this Agreement.

8. Liability and Indemnity

The Service Provider shall indemnify and hold harmless the Client from any claims, damages, or losses arising from the Service Provider's negligence or willful misconduct. The Client's liability shall be limited to direct damages and shall

not include consequential or indirect damages.

9. Compliance with Laws

The Service Provider shall comply with all applicable federal, provincial, and municipal laws, regulations, and ordinances in performing the Services.

10. Amendments

No amendment or modification to this Agreement shall be effective unless made in writing and signed by both Parties.

11. Termination

Either Party may terminate this Agreement upon providing written notice if the other Party breaches any material term and fails to cure such breach within fourteen (14) days of receipt of notice.

12. Force Majeure

Neither Party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, governmental actions, or natural disasters.

13. Notices

All notices under this Agreement shall be in writing and delivered personally, sent by registered mail, or by electronic means to the addresses set forth above or as otherwise designated in writing.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby attorn to the exclusive jurisdiction of the courts of Ontario.

16. Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

17. Counterparts

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

18. Waiver

No failure or delay by either Party in exercising any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

19. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

20. Dispute Resolution

The Parties agree to attempt to resolve any disputes arising out of or in connection with this Agreement amicably and in good faith. If unresolved, disputes shall be finally resolved by mediation or arbitration in Ontario in accordance with the applicable Canadian rules.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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