

## SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is effective *[date]*,

**BETWEEN:** \_\_\_\_\_ *[customer]* \_\_\_\_\_ (herein "Customer"), a company organized and existing under the laws of *[State/Province]*, *[Country]*, located at:

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**AND:** *[\_\_\_\_your name\_\_\_\_]* the Service Provider (herein "Provider"), a company organized and existing under the laws of the *[state/prov.]*, *[country]*, located at:

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### RECITALS:

1. The Customer wishes to retain Provider to provide certain Services on the terms and conditions hereinafter set forth in Schedule “A”.
2. Provider wishes to provide such services to the Customer on such terms and conditions as detailed herein.

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

- a) Provider agrees to provide to the Customer the services set out in Schedule “A” hereto (the “Services”).
- b) Provider agrees and undertakes to perform the Services in a timely fashion with all due skill, competence, and diligence.
- c) Subject to the provisions of Section 7 hereof, Provider agrees that the Customer shall have, at all reasonable times, access to certain Reports, as produced by the Provider’s

online CRM database, which Provider uses in performing the Services. Such Reports are described in Schedule "A".

## 2. COMPENSATION

The Customer shall pay Provider for the Services, and Provider shall earn remuneration in the form of Fee's, and or, Commissions, and or, Royalties as defined and in accordance with the terms set out in Schedule "B" hereto.

## 3. TERM AND TERMINATION

- a) The initial term of this Agreement ("Term") shall be for a period of \_\_\_\_ *[days]* \_\_\_\_ beginning on \_\_\_\_ *[date]* \_\_\_\_ and terminating on \_\_\_\_ *[date]* \_\_\_\_, unless terminated earlier in accordance with the provisions hereof. The Term shall be automatically renewed for \_\_\_\_ *[number]* \_\_\_\_ successive periods unless either party sends a written notice of non-renewal to the other party no later than 14 (fourteen) days prior to the expiry of the Term, or of any renewal term, as the case may be.
- b) This Agreement may be terminated by the Customer without notice upon the occurrence of an "event of default". Each of the following constitutes an event of default for the purposes of this Agreement:
  - i) if Provider commits any material dishonest or fraudulent act in the performance of any of its obligations hereunder or any material misrepresentation hereunder;
  - ii) if Provider persistently fails to perform the Services as required hereunder;
  - iii) if Provider otherwise fails to perform or comply with any material term, condition or covenant of this Agreement;
- c) This Agreement may be terminated for any reason at any time by either the Customer or Provider giving the other party 14 (fourteen) days' written notice of termination.
- d) Provider shall forthwith upon termination return to the Customer all previously signed for Customer property, which may be is in its possession.
- e) Upon the termination of this Agreement, royalties due to the Customer in virtue of gross revenue generated by use of the Services shall survive and be paid as set forth in Schedule "B" hereto.

#### **4. STATUS**

- a) It is understood and agreed that this is an agreement for the performance of Services and that the relationship of the parties to each other is only that of Independent Contractors. No agency or partnership is created by this agreement. Provider shall not be entitled to any remuneration, rights or benefits other than as set forth in this Agreement and in Schedule "B" hereto, unless otherwise agreed in writing by both parties hereto.
- b) Provider shall comply with all local applicable statutes, ordinances and regulations governing the performance of the Services.

#### **5. CONFIDENTIALITY AND EXCLUSIVITY**

- a) Each party shall take all reasonable actions and shall take at least the same precautions as it takes to prevent the disclosure of its own confidential information, to prevent the disclosure to third parties. Provider shall only have the right to disclose the Confidential Information to its officers, directors, employees, agents and consultants for the purposes authorized herein.
- "b) Confidential Information" means all confidential business data and information provided by a Party hereunder provided, however, that all Confidential Information that is delivered to either Party in writing shall bear an appropriate legend such as "Confidential". Confidential Information that is orally shared shall be identified to the other party in a written summary within seven days following its oral disclosure.
- c) The existence of any claim or cause of action of either party against the other, whether pursuant to this Agreement or otherwise, shall not constitute a defense to the enforcement of the provisions of this Agreement by either party against the other.

#### **6. INTELLECTUAL PROPERTY**

- a) The Customer acknowledges that Provider provides the Services on the basis of an internet hosted Contact Center Suite, data processing platform. The Customer agrees that all work produced in the development of the Services for Customer and all work product which Provider produces in performing the Services, or any component thereof, including computer software, publications, reports and other materials prepared by Provider (whether or not copyrighted or patentable), shall be the sole property of Provider. The Customer acknowledges that all copyright, rights to patents, trade secrets or other intellectual property in all such work used in the Services are the sole property of Provider.

**7. FORCE MAJEURE**

If the performance of this agreement or any of the obligations hereunder is interfered with in whole or in part by reason of any circumstances beyond the reasonable control of the party affected, including but not limited to fire, explosion, power failure, acts of God, revolution, civil commotion or acts of public enemies, any order, regulation, ordinance or requirement of any government or legal body or labor unrest, including without limitation, strikes, slow downs, picketing or boycotts, then the party affected shall be excused from such performance on a day by day basis to extent of such interference.

**8. GENERAL TERMS**

- a) This Agreement, including Schedules “A” and “B” hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
  
- b) No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
  
- c) Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person during normal business hours of the recipient on a business day or sent by first class mail, postage prepaid, or by telecopier, as follows:

- i) in the case of a notice to the Customer to:

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- ii) in the case of a notice to Provider to:

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This Agreement shall be governed by and construed in accordance with the laws of *[state/ province], [your country]* applicable therein and shall be treated, in all respects, as a *[state/prov.]* contract.

I WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

Customer

Provider

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Authorized Signature

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Authorized Signature

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Print Name and Title

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Print Name and Title

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Date

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Date

**SCHEDULE "A" - SERVICES TO BE PROVIDED**

The Provider shall provide the Services to the Customer upon the terms and conditions set out in the Agreement and as set out below. The Customer and Provider may amend this Schedule from time to time during the Term and any renewal period.

Description of Services:

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List of Reports:

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