

## **GENERAL SERVICE AGREEMENT**

This **General Service Agreement** (the "Agreement") is made and entered into this January 1, 2018 (the "Effective Date") by and between **ABC Associates** with its principal place of business located at Fox Street, Michigan (the "Company") and **XYZ Associates**, WY road, Ohio (the "Service Provider") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

**WHEREAS**, the Company is in the business of Legal Service;

**WHEREAS**, the Service Provider has expertise in the area of computer and technology;

**WHEREAS**, the Company desires to engage the Service Provider to provide certain services in the area of Service Provider's expertise and the Service Provider is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

### **1. SERVICES PROVIDED:**

The Company hereby agrees to engage the Service Provider to provide the Company with the following services (the "Services"):

- (i) All technology related services
- (ii) Maintenance of computers and computer related hardware.

The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such services to the Company.

### **2. TERM**

This Agreement shall commence on the Effective Date and shall remain in force and effect until December 31, 2018 subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

### **3. TERMINATION**

The Company may terminate this Agreement at convenience by serving 30 calendar days written notice of such termination to the Service Provider. Either party may terminate this Agreement by serving 60 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of this Agreement (ii) any other breach that a Party has failed to cure within 15 calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of the Service Provider or any key person performing the Services on its behalf as a result of which the Service Provider or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

### **4. EFFECT OF TERMINATION**

Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights

and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

## **5. FEES AND EXPENSES**

- (a) Fees. In consideration of the Services to be rendered hereunder, the Company shall pay the Service Provider a Service fee of \$ 100 for each hour of Services provided to the Company (the "Service Fee").

The Service fee shall include all taxes or other applicable duties as may be required by law.

- (b) Expenses. The Service provider shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.

- (c) Payment. The Consultant shall submit to the Company a monthly invoice detailing the Services performed during the preceding month and the amount due. Invoice submitted by the Service Provider to the Company are due within 15 days of receipt.

## **6. CONFIDENTIALITY**

Confidential information ("the Confidential Information") refers to any data or information relating to the business of the Company which would reasonably be considered to be proprietary to the Company including, but not limited to, accounting records, business processes and client records and that is not generally known in the industry of the Company and where the release of that Confidential Information could reasonably be expected to cause harm to the Company.

Unless otherwise agreed to in advance and in writing by the Company, the Service Provider will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. The confidentiality obligations will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, the Service Provider will deliver to Company all of Company's property or Confidential Information in tangible form that the Service Provider may have in its possession or control.

## **7. INTELLECTUAL PROPERTY**

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Company will not be restricted in any manner.

## **8. NON-COMPETITION**

During the term of this Agreement, the Service Provider will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

## **9. NON-SOLICITATION**

The Service Provider agrees that for a period of 1 year after termination of this Agreement, the Service Provider shall not:

(i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

(ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Term and for a period of 1 year thereafter.

## **10. INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Company acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **11. FORCE MAJEURE**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of 30 calendar days, either Party shall have the right to terminate this Agreement upon 30 calendar days' prior written notice to the other Party.

## **12. ASSIGNMENT**

The Service Provider shall not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

## **13. NOTICE**

All notices, requests, demands or other communication required or permitted under the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses or to such other address as either Party may from time to time notify the other.

The company: ABC Associates, Fox Street, Michigan

The Service Provider: XYZ Associates, WY road, Ohio

#### **14. INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **15. AMENDMENT**

Any amendment of this Agreement will only be binding if evidenced in writing by each party or an authorized representative of each party.

#### **16. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of ....., without giving effect to any choice of law or conflict of law provisions.

#### **17. SEVERABILITY**

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

#### **18. WAIVER**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

Signed for and on behalf of  
[insert name of Company]

By: AAAA  
Name:  
Title: Director

Signed for and on behalf of  
[insert name of the Service Provider]

By: BBBB  
Name:  
Title: Managing Partner