

SERVICE AGREEMENT

Location: _____ Date: _____

Service Provider Information:

Full Name / Company Name: _____

Business Number / Government ID: _____

Address: _____

Contact Phone/Email: _____

Client Information:

Full Name / Company Name: _____

Business Number / Government ID: _____

Address: _____

Contact Phone/Email: _____

Service Description and Scope:

The Service Provider agrees to perform the services described herein for the Client in accordance with the terms and conditions set forth in this Agreement. The scope of services, deliverables, milestones, and specifications shall be outlined in the attached Schedule A, which is incorporated herein by reference.

Term of Agreement:

This Agreement shall commence upon execution by both parties and shall continue until the completion of the services or termination in accordance with this Agreement.

Fees and Payment Terms:

Client agrees to pay Service Provider the fees set forth in Schedule B. Payment shall be made in Canadian Dollars (CAD) according to the schedule and methods outlined therein. Late payments may incur interest at the maximum rate permitted by applicable law.

Confidentiality:

Both parties agree to keep confidential all information designated as confidential or that ought reasonably to be considered confidential, except as required by law or as necessary to perform obligations under this Agreement.

Intellectual Property:

Unless otherwise agreed in writing, all intellectual property created or developed by Service Provider in connection with the services shall be the property of the Client upon full payment. Service Provider retains ownership of any pre-existing intellectual property.

Warranties and Representations:

Service Provider represents and warrants that it will perform services in a professional and workmanlike manner in accordance with industry standards. EXCEPT AS EXPRESSLY PROVIDED, NO OTHER WARRANTIES ARE MADE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT.

Termination:

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within a reasonable period. Upon termination, Client shall pay for all services performed up to termination date.

Indemnification:

Each party shall indemnify and hold harmless the other from any claims, damages, or liabilities arising from its negligence or willful misconduct in connection with this Agreement.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond reasonable control, including but not limited to acts of God, government actions, strikes, or natural disasters.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory where the Client resides or operates. The parties submit to the exclusive jurisdiction of the courts located therein.

Entire Agreement:

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

Amendment:

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Severability:

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

Notices:

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or by certified mail to the addresses provided herein or as later designated.

Waiver:

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

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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