**EXCLUSIVE SERVICES AGREEMENT**

This Exclusive Services Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [CLIENT], (the “Client”), and [COMPANY] (the “Company”), with each having a place of business at the address indicated on the signature page below. Both the Client and the Company may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client desires to engage the Company to perform the services articulated below in accordance with the terms hereunder on a fully exclusive basis.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **THE SERVICES.** The Company is hereby engaged to exclusively perform the following services: [DESCRIBE SCOPE OF AGENCY] (the “Services”).
2. **EXCLUSIVITY.** The Parties agree and acknowledge that the Company shall perform the Services on an exclusive basis for the Client and may not perform any Services for any third-party for any competitor of the Client.
3. **TERM AND TERMINATION.**
   1. *Term.* This Agreement shall commence as of the date of execution and shall continue thereafter until the completion of the Services unless sooner terminated in accordance with this Agreement.
   2. *Termination.* The Parties may terminate the Agreement prior to completion of the Services in accordance with the following:
      1. *By the Company.* The Company may terminate this Agreement, effective on written notice to the Client, if the Client: (i) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after the Company’s delivery of written notice thereof; or (ii) breaches its representations regarding its intellectual property rights to any content provided to the Company for integration into the Work Product.
      2. *Upon Material Breach by Either Party.* Either Party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach remains uncured fifteen (15) days after the non-breaching party provides the breaching party with written notice of such breach.
   3. *Effect of Termination.* Upon termination of this Agreement for any reason, the Client shall immediately pay to the Company any amounts due and payable under this Agreement.
4. **FEES.**
   1. *Hourly Rate.* The Client shall pay to the Company a rate of $[HOURLY RATE] per hour for all Services completed.
   2. *Invoices.* The Company shall invoice the Client for Services every thirty (30) days throughout the term for the Services. Each invoice shall include a description of the Services provided and shall be due and payable fifteen (15) days from receipt by the Client.
   3. *Expenses.* The Company shall be entitled to recover necessary expenses within the scope of the Services for which the Company provides documentation along with each applicable invoice.
   4. *Non-Payment Penalty.* The Client agrees and acknowledges that any non-payment shall incur a penalty of ten percent (10%) per annum or the highest interest rate allowable by the law of the applicable jurisdiction.
   5. *Payment Upon Termination.* The Company may invoice the Client immediately upon termination for any unpaid amounts earned. Such invoice shall be due and payable within fifteen (15) days of delivery.
5. **INDEPENDENT CONTRACTOR***.* This Agreement shall not render the Company an employee, partner, agent of, or joint venturer with the Client for any purpose. The Company is and will remain an independent contractor in its relationship to the Client.
6. **CONFIDENTIALITY.**
   1. *“Confidential Information” Defined.* “Confidential Information” includes written machine-reproducible and visual materials; all verbal disclosures made by or on behalf of the Client under this Agreement; any software, whether in object, source or executable code; documentation and nonpublic financial information; information relating to the Client; nonpublic plans for new products and services; names, addresses, telephone numbers and other identifying information relating to clients of the Client; improvements and marketing strategies; and business contacts, pricing, business plans, techniques, methods and processes; and other documents prepared by or for the Parties or otherwise in furtherance of the Client’s business.
   2. *Receipt of Confidential Information.* During the term of this Agreement, the Company may acquire Confidential Information about the Client. The Company agrees to hold in confidence all Confidential Information, not use Confidential Information for purposes other than to accomplish the aims of this Agreement, and not to disclose Confidential Information to any third party.
   3. *Exceptions.* The foregoing confidential obligations shall not apply to Confidential Information (i) which is or becomes publicly available other than through the breach of this Agreement, (ii) which was known to the recipient prior to the disclosure by the other party, (iii) which a party rightfully receives from a third party not bound by any confidentiality agreement with respect thereto, (iv) which is independently developed by the recipient, or (v) which is required to be disclosed pursuant to legal or governmental requirements; provided, that disclosure under this clause shall be limited to persons legally entitled to receive the information.
   4. *Effect Upon Termination.* In the event this Agreement expires or is terminated for any reason or should either Party request the other to do so for any reason, such Party will promptly return, erase, or destroy all Confidential Information in its possession or control, including Confidential Information stored in any computer memory or data storage apparatus
7. **INTELLECTUAL PROPERTY COVENANTS.**
   1. *Definitions.*
      1. “Intellectual Property” means: all logos, pictorial or graphical representations of brands, advertisements, graphics, designs, text, design elements, software code (object code and source code), software development tools, and any and all other information or materials and underlying intellectual property.
      2. “Work Product” means all inventions, innovations, improvements, developments, methods, designs, analyses, network programming and configuration, other programming and configuration, documentation, technology, hardware, hardware design and layout, hardware configuration, software code (both object and source code) drawings, reports, schematics and all similar or related information (whether or not patentable or copyrightable) and all associated intellectual property rights, including trade secrets, copyrights, patents or patentable information, mask works and other intellectual property that relate to Client's actual or anticipated business, research and development or existing or future products or services and, that are conceived, developed, designed, made, or reduced to practice by the Company during the term of this Agreement and all derivations, adaptations, modifications or compilations thereto, except for Company or third party Intellectual Property, which is specifically not included as part of the Work Product.
   2. *Already-Existing IP.* The Work Product developed by the Company for the Client may include or use the Company's Intellectual Property or the Intellectual Property of a third party for which the Company has the unlimited right to utilize in the manner it is used in any Work Product. The Company hereby grants Client a perpetual, worldwide, royalty-free, non-exclusive, transferable, assignable, sublicenseable license to use such Intellectual Property to the extent that such property is needed to use or utilize the Work Product.
   3. *Work Made for Hire*. If any of the Work Product may not, by operation of law or otherwise, be considered work made for hire by the Company for the Client or otherwise the intellectual property of the Client, or if ownership of all right, title and interest of the intellectual property rights therein shall not otherwise vest exclusively in the Client, the Company agrees to irrevocably waive and assign without further considerationall rights, title and interest in any Work Product to the Client
8. **NO ASSIGNMENT.** No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
9. **SEVERABILITY.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
10. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties in regard to the subject matter of this Agreement. No Party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
11. **GOVERNING LAW; VENUE***.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
12. **ATTORNEY’S FEES***.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment
13. **NOTICES***.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip