

OUTSOURCING AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Service Provider Name: _____

Service Provider Address: _____

Recitals:

WHEREAS, Client desires to engage Service Provider to perform certain services as set forth herein; and WHEREAS, Service Provider agrees to perform such services under the terms and conditions of this Agreement.

1. Scope of Services:

Service Provider shall perform the services described in Exhibit A attached hereto and incorporated hereby by reference (the "Services"). Service Provider agrees to provide the Services in a professional and workmanlike manner in accordance with industry standards.

2. Term:

This Agreement shall commence on the effective date and shall continue until terminated by either party pursuant to Section 8 of this Agreement.

3. Compensation:

Client shall pay Service Provider the fees set forth in Exhibit B attached hereto. All payments shall be made within thirty (30) days of receipt of a proper invoice. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4. Independent Contractor:

Service Provider is an independent contractor and nothing contained herein shall be construed to create a partnership, joint venture, or employer-employee relationship. Service Provider shall be solely responsible for all taxes and withholdings.

5. Confidentiality:

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party in connection with this Agreement, and not to disclose such information to any third party except as required by law or agreed in writing.

6. Intellectual Property:

All intellectual property rights developed or used by Service Provider in connection with the performance of the Services shall remain the property of Service Provider, except that all deliverables specifically created for Client under this Agreement shall be the sole property of Client upon full payment.

7. Warranties and Representations:

Service Provider represents and warrants that it has the right and authority to enter into this Agreement and perform the Services; the Services will be performed in a professional and workmanlike manner; and the deliverables shall conform to the specifications set forth herein.

8. Termination:

Either party may terminate this Agreement upon thirty (30) days prior written notice. Client may terminate immediately for cause if Service Provider breaches any material term and fails to cure within fifteen (15) days of notice. Upon termination, Service Provider shall deliver all work in progress and Client shall pay for Services rendered up to termination date.

9. Indemnification:

Each party agrees to indemnify, defend and hold harmless the other party and its affiliates from and against any and all claims, damages, liabilities, costs, and expenses arising out of or resulting from breach of this Agreement or negligence.

10. Limitation of Liability:

Neither party shall be liable to the other for any indirect, incidental, consequential, special or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. The total liability of either party shall not exceed the total compensation paid under this Agreement.

11. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

12. Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall first be subject to good faith negotiations between the parties. If unresolved, disputes shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in the location specified in Section 11.

13. Notices:

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means that confirm receipt, to the addresses set forth above or as otherwise designated in writing.

14. Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, governmental acts, labor disputes, or natural disasters.

15. Entire Agreement:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. No amendment shall be effective unless in writing and signed by both parties.

16. Severability:

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

17. Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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