

WHITE LABEL SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Client Name: _____

Client Address: _____

Service Provider Name: _____

Service Provider Address: _____

Recitals:

WHEREAS, Client desires to engage Service Provider to provide certain white label services as described herein; and WHEREAS, Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings: “Services” means the white label services to be provided by Service Provider as described in Exhibit A. “Confidential Information” means all non-public information disclosed by one Party to the other.

2. Scope of Services

Service Provider shall provide the Services to Client as described in Exhibit A attached hereto and incorporated herein by reference. Service Provider shall perform the Services in a professional and workmanlike manner.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

4. Payment

Client shall pay Service Provider the fees set forth in Exhibit B according to the payment schedule therein. All payments shall be made in U.S. dollars.

5. Intellectual Property Rights

Client acknowledges that Service Provider owns all right, title, and interest in and to the Services and all associated intellectual property, including but not limited to software, methodologies, and documentation. Client is granted a limited, non-exclusive, non-transferable license to use deliverables solely for Client’s internal business purposes.

6. Confidentiality

Each Party agrees not to disclose any Confidential Information of the other Party and to use such information only for purposes of performing this Agreement. Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

7. Warranties and Disclaimers

Service Provider warrants that it will perform the Services in a professional manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

8. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all claims, damages, liabilities, costs, and expenses arising from breach of this Agreement or the gross negligence or willful misconduct of the indemnifying Party.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY 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 AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT.

10. Termination

Either Party may terminate this Agreement upon thirty (30) days' prior written notice. Either Party may terminate immediately for cause if the other Party materially breaches this Agreement and fails to cure within fifteen (15) days after notice.

11. Effects of Termination

Upon termination, Client shall pay Service Provider for all Services performed up to the effective date of termination. Each Party shall return or destroy the other Party's Confidential Information.

12. Independent Contractor

Service Provider is an independent contractor and nothing herein shall be construed to create an employer-employee, joint venture, or agency relationship.

13. Compliance with Laws

Both Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with their performance under this Agreement.

14. Force Majeure

Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

15. Notices

All notices shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses listed above or such other address as a Party may designate by notice.

16. 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 and venue of the state or federal courts located in _____ County, _____.

17. Dispute Resolution; Jury Trial Waiver

The Parties agree to attempt to resolve disputes informally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. Amendments

No amendment or waiver shall be effective unless made in a written document signed by the Party to be bound.

19. Severability

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

20. Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations and understandings.

21. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding.

22. Exhibits

Exhibit A – Description of Services Exhibit B – Fees and Payment Schedule

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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