

Service Agreement

This Service Agreement (“Agreement”) is entered into on _____ (“Effective Date”), by and between _____ (“EKA INTERNATIONAL SARL.”) and _____ (“Company”).

In consideration for my continued relationship as (“Services”), I agree as follows:

1. Services and Payment. EKA INTERNATIONAL SARL. agrees to undertake and complete the following Services:

- [describe tasks]

In consideration for the services described above, Company will pay EKA INTERNATIONAL SARL. _____.

2. Warranty. EKA INTERNATIONAL SARL. warrants that:

(i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation EKA INTERNATIONAL SARL. may have to others;

(ii) all work under this Agreement shall be EKA INTERNATIONAL SARL.’s original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, EKA INTERNATIONAL SARL.);

(iii) EKA INTERNATIONAL SARL. has the full right to provide the Company with the assignments and rights provided for herein;

(iv) EKA INTERNATIONAL SARL. shall comply with all applicable laws and Company safety rules in the course of performing the Services and

(v) if EKA INTERNATIONAL SARL.’s work requires a license, EKA INTERNATIONAL SARL. has obtained that license and the license is in full force and effect.

3. Termination. If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement with written notice.

4. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not a partner, joint ventures, or agent of the other and shall not bind nor attempt to bind the other to any contract. EKA INTERNATIONAL SARL. is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. EKA INTERNATIONAL SARL. agrees to indemnify, defend and save Company harmless from any and all claims and threatened claims by any third party, including employees of either party, arising out of, under or in connection with:

5. Assignment. This Agreement and the services contemplated hereunder are personal to EKA INTERNATIONAL SARL. and EKA INTERNATIONAL SARL. shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void.

6. Notice. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed telecopy or other electronic means, or three (3) days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

7. Confidentiality. Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would harm Company.

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf.

Proprietary or confidential information includes:

- any materials regardless of form furnished by Company for Contractor to use
- any information stamped "confidential," "proprietary," or with a similar legend, or any information that Company makes reasonable efforts to maintain secret
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and



inventories, discoveries, and improvements of any kind, sales projections, and pricing information

- information belonging to customers and suppliers of Company, and
- other: _____.

Upon termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business.

8. Proprietary Information. All work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Company’s ownership in the Work Product.

Contractor hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audio recordings made by the Company during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

9. Miscellaneous.

A. Exclusive Agreement. This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the Services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the Company.

B. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party’s address or email as set forth on the signature page.

C. Choice of Law / Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.



or

Any disputes concerning this Agreement will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

D. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the remainder of the Agreement shall be unaffected.

Company: _____

Printed Name of Representative

Signature

Date

Contractor: _____

Printed Name

Signature

Date

Taxpayer ID Number