SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of **[DATE]** ("Effective Date"), by and between:

Bethalink, represented by its sole representative, hereinafter referred to as the "Provider"

Email: hello@bethalink.com

and

[CLIENT FULL NAME / COMPANY NAME], with registered address at **[CLIENT ADDRESS]**, hereinafter referred to as the "Client."

The Provider and the Client may each be referred to individually as a "Party" and collectively as the "Parties."

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1. Purpose

This Agreement sets out the general terms and conditions under which the Provider will deliver services to the Client. Specific deliverables, timelines, and fees for each engagement shall be detailed in one or more **Statements of Work ("SOW")** signed by both Parties, which shall be incorporated by reference into this Agreement.

2. Scope of Services

The Provider agrees to perform the services described in the applicable SOW(s) ("Services"). In the event of any conflict between this Agreement and a SOW, the terms of the SOW shall govern with respect to the specific engagement only.

3. Term and Termination

3.1 Term. This Agreement begins on the Effective Date and continues until terminated as provided herein, or until all active SOWs have been completed and no new SOW is pending.

3.2 Termination for Convenience. Either Party may terminate this Agreement or any active SOW by providing **[NUMBER]** days' written notice to the other Party.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within **[NUMBER]** days of receiving written notice.

3.4 Effect of Termination. Upon termination, the Client shall pay the Provider for all Services satisfactorily performed up to the effective date of termination, in accordance with Section 5.

4. Client Responsibilities

The Client agrees to:

- Provide timely access to information, materials, feedback, and approvals reasonably required for the Provider to perform the Services;
- Designate a point of contact authorized to make decisions on the Client's behalf;
- Make payments in accordance with the terms set out in this Agreement and the applicable SOW.

5. Fees and Payment

5.1 Fees. Fees for Services shall be specified in the applicable SOW.

5.2 Invoicing. The Provider shall invoice the Client according to the schedule defined in the SOW (e.g., upon signature, by milestone, or monthly).

5.3 Payment Terms. Invoices are due within **[NUMBER]** days of the invoice date, unless otherwise specified in the SOW.

5.4 Late Payment. Late payments may incur interest at a rate of **[RATE]%** per month, or the maximum rate permitted by applicable law, whichever is lower.

5.5 Expenses. Unless otherwise stated in the SOW, any pre-approved out-of-pocket expenses incurred by the Provider in connection with the Services shall be reimbursed by the Client.

6. Intellectual Property

6.1 Pre-Existing Materials. Each Party retains ownership of any tools, materials, methodologies, or intellectual property it owned prior to this Agreement ("Background IP").

6.2 Deliverables. Unless otherwise agreed in writing in the applicable SOW, upon full payment of all fees due, ownership of the final deliverables created specifically for the Client under that SOW shall transfer to the Client. The Provider retains the right to use general knowledge, skills, and non-confidential know-how gained during the engagement.

6.3 License to Background IP. To the extent any Background IP of the Provider is incorporated into the deliverables, the Provider grants the Client a non-exclusive, royalty-free license to use such Background IP solely as part of the deliverables.

7. Confidentiality

Each Party agrees to keep confidential any non-public information disclosed by the other Party in connection with this Agreement ("Confidential Information") and not to disclose such information to any third party without prior written consent, except as required by law. This obligation survives termination of this Agreement for a period of **[NUMBER]** years.

8. Warranties and Disclaimer

The Provider warrants that the Services will be performed in a professional and competent manner consistent with industry standards. Except as expressly stated, the Services are provided "as is," and the Provider disclaims all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

9. Limitation of Liability

To the maximum extent permitted by law, the Provider's total liability arising out of or related to this Agreement shall not exceed the total fees paid by the Client under the relevant SOW in the **[NUMBER]** months preceding the claim. In no event shall either Party be liable for indirect, incidental, special, or consequential damages.

10. Independent Contractor Status

The Provider is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. Nothing in this Agreement shall be construed to create an employment, partnership, or agency relationship between the Parties.

11. Non-Solicitation *(optional)*

During the term of this Agreement and for **[NUMBER]** months thereafter, the Client agrees not to directly solicit for hire any personnel or subcontractors engaged by the Provider in connection with the Services, without prior written consent.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of government, internet or infrastructure failures, or other events of force majeure.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of **[JURISDICTION]**. Any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation between the Parties, and failing resolution, shall be submitted to **[COURTS / ARBITRATION BODY OF JURISDICTION]**.

14. General Provisions

14.1 Entire Agreement. This Agreement, together with any signed SOW(s), constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral, relating to its subject matter.

14.2 Amendments. This Agreement may only be amended in writing, signed by both Parties.

14.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

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

14.5 Notices. All notices under this Agreement shall be sent in writing to the addresses/emails specified by each Party, including hello@bethalink.com for the Provider.

Signatures

For Bethalink (Provider)

Name: _____

Title: Sole Representative

Email: hello@bethalink.com

Date: _____

Signature: _____

For [CLIENT NAME] (Client)

Name: _____

Title: _____

Email: _____

Date: _____

Signature: _____

This is a general-purpose template. It should be reviewed by a qualified lawyer in your jurisdiction before use, as it does not constitute legal advice.