TERMS OF SERVICE AGREEMENT

The following Terms of Service (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Service Provider"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS, the Service Provider is in the business of development, supply and operation of products and services relating to [DESCRIBE]; and

WHEREAS, this Agreement contains the Service Provider's terms of engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. **SERVICES PROVIDED**

Service Provider is prepared to provide the following professional services to Company: [DESCRIBE].

1. **CALCULATION OF FEES AND OTHER CHARGES**
   1. Fees for professional services are calculated on time spent by Service Provider associates and staff attending to said services, multiplied by the relevant hourly rate. Time is costed by reference to [SIX] minute units. The hourly rate is applied to all work done on Company's behalf, including making telephone calls, writing letters, researching the laws, negotiating with partners, and preparing documents. The average hourly rate for Service Provider's professional service is [CURRENCY AMOUNT].
   2. Before any bill is sent to Company, the Service Provider's Project Manager responsible for the matter will review it to ensure that fees and other charges are appropriate.
2. **BILLING ARRANGEMENTS**
   1. Billing occurs at the end of each month with the description of work performed during that month.
   2. Bills are payable within [NUMBER] days of the date of invoice.
3. **NON-PAYMENT**

If Company does not pay a bill sent by Service Provider or complies with a request for payment in advance within [NUMBER] days after the invoice is sent or the request is made, Service Provider may immediately stop acting for Company.

1. **REQUEST FOR FEE DETAILS & REMAINING WORK ESTIMATE**

Service Provider will provide upon request the itemised details of the work, fees and costs incurred so far and an estimate of the work, fees and costs payable to complete the matter.

1. **TERMINATION BY [YOUR COMPANY NAME]**

The company may terminate this agreement by giving Service Provider a written notice at any time and will be liable for all work fees incurred up to that time. If the Company does not provide such a notice, it will be obliged to pay all fees for work done and for other charges incurred.

1. **TERMINATION BY [COMPANY NAME]**

Service Provider may terminate this agreement and stop acting for Company if:

* 1. The company does not comply with this Agreement;
  2. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
  3. Service Provider believes on reasonable grounds that, by continuing to act for Company, it may breach the professional conduct rules which are binding upon professionals in the [SPECIFY] industry.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

**[YOUR COMPANY NAME] [COMPANY NAME]**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title