**Master Services Agreement**

This Master Services Agreement, herein referred to as the “Agreement,” made and entered into as of the [NTH] of [MONTH], [YEAR], by and between:

[COMPANY NAME], a company lawfully incorporated by and operating under the laws of [COUNTRY/STATE/PROVINCE/CITY] whose place of business is located at [CORPORATE ADDRESS], herein referred to as the “Client.”

-AND-

[COMPANY NAME], a company lawfully incorporated by and operating under the laws of [COUNTRY/STATE/PROVINCE/CITY] whose place of business is located at [CORPORATE ADDRESS], herein referred to as the “Vendor.”

In this agreement, Client and Vendor will be jointly referred to as the “Parties.”

WITNESSETH THAT:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Vendor shall provide services, hereby referred to as the “Services,” as clearly set out and enumerated in schedules, which contain a Statement of Work, agreed upon and attached to this Agreement by both Parties, hereby collectively referred to as “Statement of Work.”

The first Statement of Work has been added to this Agreement under the tile “Exhibit A.” In every accompanying agreement entered into or agreed upon by the Parties, so long as such agreement shall not be construed as Client’s duty to develop any extra or subsequent Statement of Works, a different Statement of Work shall be created and performed.

Each supplementary Statement of Work shall use this Agreement as reference from time to time and incorporate or strictly follow the terms and conditions set forth herein. Moreover, each Statement of Work shall specifically provide descriptions for the services carried out or rendered by the Vendor and salient information, such as applicable fees, invoice, billing and other information necessary to successfully deliver the Services requested. A Statement of Work shall be treated as non-fee services in the event there are Services performed or rendered before the complete implementation of such Statement of Work.

Provided terms are interpreted and duly applied in accordance with the terms and conditions of this Agreement, a specific Statement of Work may contain other terms in addition to those already expressed in the articles and clauses of this Agreement. Unless a particular provision of this Agreement is clearly, with prior consent and express approval, replaced in such Statement of Work, the terms and conditions set forth in this Agreement shall take precedence over provisions in any Statement of Work that have contradictory or conflicting meanings and definitions.

2. TERM

Term refers to the duration this Agreement, which shall remain in full force and effect. This Agreement shall be considered effective, valid and binding on the date first written above and shall continue to be effective and enforceable until its early termination by either or both Parties or until its natural date of expiration.

Failure to comply with stipulated terms and conditions by either Client or Vendor, or both, may be construed as a breach or violation of this Agreement.

3. COMPENSATION AND PAYMENT

For complying with and designating the rights in any resulting artwork, creation, concept, copyright, drawing, design, invention, idea, patent, trademark, trade secrets or other proprietary rights, and for performing or rendering the Services in accordance with the provisions of the Statement of Work, Client shall remit their payment to the Vendor in the amounts requested in the applicable Statement of Work in accordance with the terms and conditions of this Agreement.

Unless replaced or superseded by the applicable Statement or Work, any or all costs or fees incurred in performing or carrying out the provisions of this Agreement shall be solely paid based on the attached Standard Terms and Conditions.

4. ADDITIONAL CONDITIONS

The Standard Terms and Conditions added to this Agreement has been labeled as Exhibit B. The details of Exhibit B shall hereby be used as reference for all Statements of Work and shall be incorporated into the Agreement from time to time.

5. SEVERABILITY

Should one or more provisions of this Agreement be deemed invalid, unlawful or unenforceable, the remaining provisions shall not in any way be affected and shall continue to be valid, lawful and enforceable.

6. ENTIRE AGREEMENT

This Agreement shall supersede all other prior agreements, covenants and promises, oral or written, regardless of form or format, made between Vendor and Client. Further, this Agreement shall be understood and interpreted as the entire agreement by and between the Parties herein.

7. NON CIRCUMVENTION

Upon entering into and executing this Agreement and for a period of [NUMBER] years after this Agreement has naturally expired or following earlier termination, Vendor shall not take part in or transact any business activities that were previously offered or provided by Vendor to Client for the purpose of circumvention.

In the event circumvention does occur, Client shall have the right to receive any and all compensation resulting from the business undertakings that have taken place.

8. NOTICE

This Agreement, or a part thereof, shall not be modified, amended, revised or deleted without prior written consent from the other party. Unless both Parties have mutually consented, such modification, amendment, revision or rescindment will not be considered enforceable.

9. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

IN WITNESS WHEREOF, the Parties hereto have expressly agreed to the terms and conditions of this Agreement by affixing their signatures below. Client and Vendor have duly enforced this Agreement as of the date first above written.

SIGNED, SEALED and DELIVERED in the presence of:

CLIENT

Authorized Signature

Name of Representative and Title or Position

Name of Company

VENDOR

Authorized Signature

Name of Representative and Title or Position

Name of Company

[Exhibit A]

Statement of Work

[Exhibit B]

Standard Terms and Conditions