

**This agreement is dated [DATE]**

Between

**[INPUT YOUR COMPANY NAME]**

And

**[INPUT NAME OF CLIENT/COMPANY]**

For the purpose of setting forth the exclusive terms and conditions by which the Client desires to exhibit Real-Life Display of their products and services to customers. from the Service Provider.

WHEREAS, the Service Provider is in the business of QR Code Creation for businesses that engage visitors with unique long-form content and specific interest in your business niche.

WHEREAS, the Client is in the business of \_\_\_\_\_ and provides or sells \_\_\_\_\_ (“Product or Service”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Scope of Services.** Client retains the above Service Provider, and the Service Provider agrees to perform for the Client, the service of QR Code Creation business. This is set forth as **Exhibit A** in this Agreement (the “Services”). Any Service outside of the scope as defined in **Exhibit A** to this Agreement will require a new Agreement for other services.

The Service Provider agrees to engage in the best and commercially reasonable efforts to provide the Services to the Client in accordance with the terms of this Agreement. The Service Provider further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used by other virtual tour Agencies.

**Consideration / Compensation.** In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client (as determined by the Client), the Client shall provide the Service Provider shall be compensated as follows:

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The Service Provider will invoice the Client on the \_\_\_\_\_ day of each month. The invoice will include any and all services performed under this Agreement as well as any pre-approved expenses.

Payment will be due within \_\_\_\_\_ days of the invoice date. A late charge of \$ \_\_\_\_\_ per month will be added to any invoice not paid on time.

Payments must be made to the Service Provider by credit card, money order, check, or any other approved method of payment accepted by the Service Provider.

Payments must be mailed to:

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**Expenses.** From time to time throughout the duration of this QR Code Creation, the Service Provider may incur certain expenses that are not included as part of the Fee for the Services subject to this Agreement.

The Service Provider agrees to keep an exact record of any and all expenses acquired while performing the Services. The Service Provider will submit an invoice itemizing each expense, along with proof of purchase and receipt, every \_\_\_\_\_ days upon completion of such Services.

If anyone's expense is over \$\_\_\_\_, the Service Provider agrees to obtain the Client's written consent before making the purchase.

**Invoice Disputes.** The Client shall notify the Service Provider in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within \_\_\_\_ Business Days from the date of the Client's receipt of such invoice subject to dispute.

The client will be deemed to have accepted all invoices for which the Service Provider does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

**Term and Termination.** This QR Code Creation Setup Agreement shall be effective on the date hereof and shall continue for a period of \_\_\_\_ ([month[s]/year[s]]) or until they expressly agree upon the date of the completion of the Services unless it is earlier terminated in accordance with the terms of this Agreement (the "Term").

If either Party subject to his agreement fails to follow through with their obligations under this QR Code Creation Setup Agreement, the non-breaching Party can terminate this Agreement by providing \_\_\_\_ day written notice to the breaching Party.

The Client understands that the Service Provider may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this QR Code Creation Setup Agreement in the manner as defined above. Client agrees to pay any outstanding balances within \_\_\_\_ days of termination.

**Time is of the Essence.** The Service Provider hereby understands and acknowledges that time is of the essence with respect to the Service Provider's obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

**Supplies and Equipment.** The Service Provider, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Client not furnish the agreed-upon supplies, the Client understands they will be responsible for reimbursing the Service Provider for all expenses incurred.

**Confidentiality and Property Rights.** Throughout the duration of this Agreement, it may be necessary for the Service Provider to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

The Service Provider is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Service Provider's obligation of confidentiality will survive the termination of this QR Code Creation Setup Agreement and stay in place indefinitely.

Upon the termination of this Agreement, the Service Provider agrees to return to the Client any and all Confidential Information that is the property of the Client.

Further, the Service Provider shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client's Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed. In addition, the Service Provider shall also destroy all copies of any Notes created by the Service Provider or its authorized Representatives and certify in writing to the Client that such copies have been destroyed.

**Intellectual Property Rights and Ownership.** All Intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or relevant registration, rights to any trademark, trade dress, patent, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this QR Code Creation Setup Agreement. The Service Provider understands that the aforementioned is a "work for hire" and shall be the sole property of the Client. The Client's use of the Intellectual Property shall not be restricted in any manner.

The Service Provider may not use the Client's Intellectual Property for any purpose other than contracted for in this QR Code Creation Setup Agreement unless the Service Provider has written consent from the Client. The Service Provider shall be responsible for any damages resulting from any unauthorized use of the Client's intellectual property.

**Indemnification and Release.** The Service Provider agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify, defend, and hold harmless the Client, its officers, directors, shareholders, employees, representatives and agents from any

claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the Service Provider or any of the Service Provider's employees in the performance or failure to fulfill any Services or obligations under this Agreement.

**No Exclusivity.** The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agree that they are free to enter into other similar Agreements with other parties.

**Independent Contractor.** Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. The Service Provider is an independent contractor pursuant to this QR Code Creation Setup Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

**Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder ("Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

**Dispute Resolution and Governing Law.** Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either Party may initiate mediation or binding arbitration in the State of \_\_\_\_\_.

If the Parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_.

**Legal Fees.** Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

**Further Assurances.** Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

**Public Announcements.** Neither party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, email marketing, or promotion materials regarding the other party or its business unless: (a) it has received the express written consent of the Other Party; or (b) is required to do so by Law.

**Force Majeure.** The Service Provider and any of its employees or agents shall not be in breach of this QR Code Creation Setup Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Service Provider.

**Warranties and Representations.** The Parties to this Agreement fully represent that they are authorized to enter into this QR Code Creation Setup Agreement. The obligations and performance of either the Service Provider or the Client shall not infringe upon or violate the rights of any third party or violate any other agreement between the Service Provider or Client or, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

**No Assignment.** This Agreement shall insure to and be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

**Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**No Waiver.** No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

**Amendment.** This Agreement may be amended only by a writing signed by all of the Parties hereto.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Electronic Signatures.** This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**Captions for Convenience.** All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

**Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

*[Signatures on Following Page]*

### QR Code Creation services

The Service Provider agrees to provide the following QR Code Creation services:

<b>Services:</b>	
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<b>Campaign:</b>	
<b>Promotional Mix:</b>	

**Other:**

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IN WITNESS WHEREOF, the undersigned have executed this QR Code Creation Setup Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "*Effective Date*").

Dated: \_\_\_\_\_

Dated:

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Service Provider's Signature

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Client's Signature

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Service Provider's Printed Name or Entity  
Entity

Client's Printed Name or

**Service Provider's Contact Information:**

Address: \_\_\_\_\_

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Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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Email Address: \_\_\_\_\_

**EXHIBIT A**