

SERVICE CONTRACT

concluded on _____ at _____ (*location*) between:

_____, doing business under the name: _____, with a permanent place of business address: _____, PESEL: _____, NIP: _____, delivery address: _____, e-mail: _____, hereinafter referred to as **the "Principal"**

and

_____, doing business under the name: _____, with a permanent place of business address: _____, PESEL: _____, NIP: _____, delivery address: _____, e-mail: _____, hereinafter referred to as **the "Contractor"**.

collectively referred to as the **"Parties"**.

§ 1

Subject of the contract

1. The Contractor undertakes, within the scope of its business activity, to provide services to the Principal in the field of _____.
2. The Contractor undertakes to perform the services covered by this contract in accordance with the currently applicable legal regulations and with the utmost professional diligence within the meaning of Article 355 § 2 of the Civil Code.
3. The parties do not set the Contractor's working hours or the place of performance of the subject of the Contract, leaving the choice of the place and time of performance of the subject of the Contract to the Contractor's discretion.
4. The Contractor is obliged to continually improve its knowledge as required for the proper performance of the contract.

§ 2

Declarations by the parties

1. The Principal declares that:
 - a) carries out business activities as set out in the current extract from the Central Register of Business Activity and Information (CEIDG),
 - b) is a VAT payer and is authorised to issue and receive VAT invoices.
2. The Contractor declares that:
 - a) carries out business activities as set out in the current extract from the Central Register of Business Activity and Information (CEIDG);
 - b) is a VAT payer and is authorised to issue and receive VAT invoices;
 - c) has all the necessary authorisations required by law to provide the services indicated in § 1 (1) of this agreement;
 - d) has the appropriate knowledge and experience to perform the activities specified in this contract with the greatest professional diligence, respecting fair dealing and in compliance with the law.

§ 3

Remuneration

1. The Contractor will receive a monthly remuneration for the services performed in the amount of _____ (in words: _____)

The above rate represents net remuneration and VAT is added.
2. The Contractor's remuneration is payable on the basis of a VAT invoice duly issued by the Contractor, within _____ from the date of its delivery to the Principal.
3. The date of payment shall be deemed to be the date on which the Principal's account is debited.

§ 4

Data protection and disclaimers

1. The Contractor undertakes to ensure the security of the processing of data received from the Principal or the Principal's customers in the performance of this contract by protecting it from unauthorised access, unwarranted modification or destruction, unlawful disclosure or acquisition, while it is in its custody or under its control. The Contractor agrees that it will return all information received from the Principal or the Principal's clients, together with copies thereof, at the end of the performance of this contract.
2. The Contractor undertakes to maintain the confidentiality of the personal data and the means of securing them to which it gains access, in connection with the performance of this contract, even after the termination of the legal relationship governed by this contract.
3. The Contractor undertakes to refrain from any actions detrimental to the interest of the Principal, actions that may constitute acts of unfair competition or unfair market practices. In particular, the Contractor undertakes to refrain from taking any action that could damage the good name, including the image, reputation or intellectual property of the Principal.

§ 5

Liability for third parties

1. In the event that the Contractor entrusts the performance of all or part of the services covered by this contract to a third party (or uses such persons to perform them), the Contractor undertakes to ensure that such persons comply with the obligations contained in this contract.
2. The Contractor shall be liable to the Principal for the acts and omissions of third parties to whom it has entrusted the performance of the services covered by this contract or whom it uses in the performance thereof as for its own acts and omissions.

§ 6

Duration of contract

1. This agreement is concluded for a _____ (*specified/indefinite*) period of time from _____.

2. The parties may terminate this agreement with _____ notice.

§ 7

Final provisions

1. The parties unanimously declare that their will and intention is not to establish an employment relationship, but to regulate their mutual rights and obligations under civil law by concluding the agreement in question.
2. Each Party to this agreement shall promptly notify the other Party of any change affecting the fulfilment of the provisions of this agreement by the Parties, in particular with respect to its address. Failure to do so shall result in all letters and statements delivered to the last address indicated being deemed effectively delivered.
3. The Contractor undertakes to keep confidential all information and documents of which it becomes aware or which it obtains in connection with the conclusion and performance of the contract.
4. The Parties shall submit the settlement of disputes arising from this agreement to the common courts having jurisdiction over the Principal's registered office.
5. If any provision of the contract proves to be legally ineffective or invalid in whole or in part, this shall not affect the validity and effectiveness of the remaining provisions of the contract. In the situation indicated above, the Parties are obliged to immediately amend or supplement the provisions of the contract deemed ineffective or invalid, in accordance with the provisions of law, the nature of the legal relationship and the consensual intention of the Parties.
6. Any changes to this agreement must be made in writing under pain of nullity.
7. The provisions of the Civil Code and the Act on Combating Unfair Competition shall apply mutatis mutandis to matters not covered by this agreement.
8. The agreement is drawn up in two counterparts, one for each of the Parties.

(principal's signature)

(contractor's signature)