# Services Agreement

Between \_\_\_, a company incorporated and established under the laws of \_\_\_\_, with head office at \_\_\_, tax and registration number \_\_\_, hereinafter referred to as the “FIRST PARTY” and \_\_\_, tax number \_\_\_, with address at \_\_\_, holder of the Citizen Card number \_\_\_, valid until \_\_/\_\_/\_\_\_\_, hereinafter referred to as “SECOND PARTY”,

WHEREAS:

a. The FIRST PARTY runs a business in the field of \_\_\_\_;

b. The FIRST PARTY intends to contract the SECOND PARTY to provide the services described below;

c. The SECOND PARTY is willing to accept and provide the services described below;

d. The PARTIES wish to collaborate subject to the terms and conditions stipulated below;

e. The PARTIES wish to contract with each other solely on the basis of an agreement for services within the meaning of the Portuguese Civil Code (“Código Civil”);

f. The PARTIES explicitly declare that do not intend to enter into an employment contract within the meaning of the Portuguese Civil Code (“Código Civil”) and the Portuguese Labour Code (“Código

do Trabalho”);

This services agreement is entered into (the “AGREEMENT”), in accordance with the following clauses:

## Clause One

(SCOPE)

1. This AGREEMENT rules the conditions under which the SECOND PARTY shall render services of \_\_(type of service you will provide)\_\_ to the FIRST PARTY,.

2. The SECOND PARTY undertakes to provide the contracted services autonomously, without integration into the FIRST PARTY’s organization or subject to its direction and discipline and with

economic independence in relation to it.

3. The SECOND PARTY shall independently define, organize and control the ways and means to provide the agreed services in order to achieve the results intended by the FIRST PARTY within the

time limits established by the latter.

4. The SECOND PARTY is not subject to a duty of exclusivity.

5. Without prejudice to the above, during the term of this AGREEMENT, the SECOND PARTY undertakes not to exercise, directly or indirectly, any project that may be in competition with the activity of the FIRST PARTY.

6. The prohibition referred to in the preceding paragraph implies the non-exercise by the SECOND PARTY of any project equal or similar to those to which the FIRST PARTY is engaged, both on its

own account and on behalf of others, whether paid or unpaid.

7. The breach by the SECOND PARTY of the obligations provided for in the previous paragraphs may imply the payment of an indemnity for damages caused.

8. The SECOND PARTY undertakes to use, in the provision of the services, his/her own work instrument(s) / material.

## Clause Two

(DURATION)

1. The AGREEMENT is entered into starting \_\_/\_\_/\_\_\_\_ for an initial period of \_ months, following which it will automatically renew for an indefinite period, unless terminated by either of the parties by giving a prior notice of 15 days in writing.

2. Without prejudice to the provisions of the preceding paragraph, either PARTY may terminate this AGREEMENT – also prematurely – with due observance of a notice period, in writing, of 15 days.

3. The unjustified failure to comply with the obligations arising from this AGREEMENT entitles the FIRST PARTY to the immediate termination of the AGREEMENT, without prejudice to the right to compensation for the damages suffered.

## Clause Three

(TERRITORIAL SCOPE)

The services contracted under this Agreement will be rendered mostly within the Portuguese territory.

## Clause Four

(FEES AND EXPENSES)

1. In consideration for the services rendered by the SECOND PARTY under this AGREEMENT, the FIRST PARTY shall pay to the SECOND PARTY the gross amount of € \_(yearly salary / 12 months)\_ per month, plus VAT as applicable in each time according to Portuguese law.

2. The social and fiscal charges shall be the sole responsibility of the SECOND PARTY, who will, in particular, ensure his/her framework in the corresponding general regime of tax and Social Security for self-employed workers.

3. The FIRST PARTY will pay the fees agreed under number 1 above within 15 days after the issuance, by the SECOND PARTY, of a valid document for tax purposes, proving the respective cost.

4. The expenses related with this provision of services, incurred by the SECOND PARTY, will be reimbursed by the FIRST PARTY within 15 days after the delivery, by the SECOND PARTY to the FIRST PARTY, of a valid document for tax purposes, proving the respective cost, provided they were previously approved, in writing, for the purpose.

## Clause Five

(INSURANCE)

The SECOND PARTY is responsible for being covered by occupational accident insurance for self-employed workers and he/she shall notify the FIRST PARTY of such coverage.

## Clause Six

(CONFIDENTIALITY)

1. The SECOND PARTY undertakes not to disclose or make use of information, data or knowledge obtained by virtue of this AGREEMENT.

 2. This obligation of confidentiality remains in force after the termination of this AGREEMENT, for whatever reason.

3. Failure to meet the above obligations entitles the FIRST PARTY to be indemnified of damages incurred.

## Clause Seven

(INTELLECTUAL PROPERTY)

1. Any Intellectual Property Rights (as defined below) conceived or reduced to practice by the SECOND PARTY, individually or jointly, during the term of this CONTRACT or within one year after termination or expiration of this CONTRACT, shall be promptly and fully disclosed to the FIRST PARTY and, whether or not so disclosed, shall automatically become the sole property of the FIRST PARTY. For the purpose of this CONTRACT, “Intellectual Property Rights” shall mean any of the following: inventions or discoveries, whether patentable or not, patent applications, patents, utility models, utility model applications, certificates of invention, trademarks, copyrightable subject matter, writings, improvements, ideas, designs, models, drawings, computer models, software code, data, concepts, formulas, know-how, trade secrets, test results, names, trade names, trade dress and all materials or methods incorporating any of the foregoing and all rights associated therewith provided the above relate to a product, material, process, method, or technique related to or arising from the business activities of the FIRST PARTY, including any improvements or modifications to such product, material, process, method or technique or which is based (in whole or in part) on or derived from the FIRST PARTY’s confidential information.

2. The SECOND PARTY warrants that, insofar as the SECOND PARTY is aware, (i) all Intellectual Property Rights are or will be the SECOND PARTY’s (individual or joint) original creations; and (ii) the SECOND PARTY shall not willfully or negligently misappropriate the intellectual property rights of any third party.

3. The SECOND PARTY will assist the FIRST PARTY, during the term of this CONTRACT and thereafter, in the procurement, maintenance, protection, assignment and enforcement of the rights of the FIRST PARTY with respect to Intellectual Property Rights. In addition, the SECOND PARTY will, upon the FIRST PARTY’s request, promptly deliver to the FIRST PARTY (without further consideration but at the FIRST PARTY’s expense) executed assignments or other instruments and do such other acts as may be deemed necessary or desirable by the FIRST PARTY to obtain and/or protect the worldwide rights of the FIRST PARTY with respect to any Intellectual Property Rights. It is understood that the SECOND PARTY will take such action whenever the FIRST PARTY shall make such request whether during the term of this CONTRACT or thereafter.

4. Should the SECOND PARTY be the owner of any publically undisclosed intellectual property rights at the time of entering into the present CONTRACT, the SECOND PARTY shall disclose said intellectual property rights in a confidential manner to the FIRST PARTY and request that the SECOND PARTY’s rights be reserved in relation to these. The FIRST PARTY shall maintain said reserved rights confidential during the duration of the CONTRACT and thereafter for a period of three years following the termination or expiration of this CONTRACT. The SECOND and FIRST PARTIES may, at any time, initiate discussions regarding the FIRST PARTY’s potential commercial exploitation of said reserved intellectual property rights.

## Clause Eight

(APPLICABLE LAW)

1. This AGREEMENT is subject to Portuguese law

 2. Any disputes arising from this AGREEMENT shall be settled, exclusively, in a Portuguese tribunal.

3. In respect of any omissions, shall be applied the legal framework provided for in the “Código Civil” (Civil Code) for the services agreements.

Made in \_\_\_, on \_\_/\_\_/\_\_\_\_

The FIRST PARTY

 The SECOND PARTY