

SERVICE AGREEMENT

Teenuse osutamise leping — governed by Estonian VÕS § 619-634

This Agreement is between the Client and the Contractor for the provision of services as described below. Governed by the laws of the Republic of Estonia. The Contractor is an independent service provider, NOT an employee — no labour law (TLS) protections apply.

CLIENT:

Company / person: _____
Registry / personal ID: _____
Address: _____
Contact: _____

CONTRACTOR:

Company / person: _____
Registry / personal ID: _____
Address: _____
VAT number (if applicable): _____

1. SERVICES

The Contractor agrees to provide the following services to the Client: _____

_____ ("Services").

2. FEES AND PAYMENT

Type: hourly / fixed / milestone-based: _____

Amount (EUR, excluding VAT): _____

VAT: included / added 22% / reverse-charge EU B2B / not applicable: _____

Payment terms (e.g., "30 days net from invoice"): _____

3. TERM

Start date: _____. Term: & Fixed (until _____) & Indefinite, terminable with _____ days notice. & Project-based (delivery upon milestone completion).

4. DELIVERABLES AND MILESTONES

Specific deliverables, dates, acceptance criteria: _____

_____.

5. INTELLECTUAL PROPERTY

All work-product, deliverables, and IP created by the Contractor in performance of the Services shall be transferred to the Client upon full payment. Contractor retains: (a) pre-existing IP; (b) generic know-how. Contractor licenses Client to use Client's name in portfolio (mutual consent).

6. CONFIDENTIALITY

Both Parties shall maintain confidentiality of each other's non-public business information for the duration of this Agreement and ___ years thereafter. See separate NDA if more detailed protection needed.

7. INDEPENDENT CONTRACTOR

The Contractor is an INDEPENDENT contractor — NOT an employee. Contractor: (a) sets own work hours and methods; (b) uses own tools and resources; (c) is responsible for own taxes (income tax, social tax if FIE) and social insurance; (d) may engage other clients in parallel; (e) NOT entitled to employment benefits (paid leave, sick pay, redundancy).

8. LIABILITY

Contractor liability limited to the total fees paid under this Agreement (VÕS § 162 — courts may adjust). Excluded: indirect, consequential, punitive damages. No liability for force majeure events.

9. TERMINATION

9.1. Either Party may terminate for cause (material breach) on 30 days written notice if not cured.

9.2. Either Party may terminate for convenience on ___ days written notice (if indefinite).

9.3. Upon termination: Client pays for work completed; Contractor delivers all work-product and returns confidential material.

10. GOVERNING LAW

Republic of Estonia. Disputes by negotiation, then Estonian courts. For cross-border B2B — Estonian courts retain jurisdiction unless otherwise agreed.

Place: _____ Date: _____

CLIENT

(allkiri, kuupäev)

CONTRACTOR

(allkiri, kuupäev)

Note: this is a service agreement (independent contractor). For traditional employment with TLS protections — use Employment Contract (Tööleping). Misclassification has serious tax consequences in Estonia (EMTA may reclassify).

Mall: dokud.ee — informatiivne, ei asenda õigusabi. dokud.ee ei vastuta kasutamise tagajärgede eest.