JetBrains Professional Services Terms

Version 1.3, effective as of March 31, 2026

These JetBrains Professional Services Terms ("**Terms**") describe the rights and obligations applicable to the provision of consultancy, onboarding, integration, training, support, or other services relating directly or indirectly to JetBrains Products. Accepting any Ordering Document referencing these Terms creates a legal agreement ("**Agreement**") between JetBrains and the Customer.

1. PARTIES

1.1. "**Customer**" means the legal entity identified in the applicable Ordering Document.

1.2. "**JetBrains**" means JetBrains s.r.o., having its principal place of business at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275.

2. DEFINITIONS

2.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

2.2. "**Agreement**" means these JetBrains Professional Services Terms and any corresponding accepted Ordering Document.

2.3. "**Consulting Services**" means any advisory, onboarding, integration, or installation support services, as specified in an Ordering Document.

2.4. "**Customer Material**" means any software, materials, data, information, or instructions that the Customer provides to JetBrains for use in the course of providing the Professional Services.

2.5. "**Deliverables**" means the specific work products identified as such in an Ordering Document that JetBrains creates for the Customer as an Outcome of the Professional Services, such as reports, analyses, scripts, or code.

2.6. "**Development Services**" means any services related to the creation, modification, or enhancement of software code, scripts, or applications for the Customer, as specified in an Ordering Document.

2.7. "**Implementation Services**" means any services related to the installation, configuration, and setup of software or systems to make them operational for the Customer, as specified in an Ordering Document.

2.8. "**JetBrains Background IP**" means all intellectual property, including but not limited to software code, libraries, systems, interfaces, data, materials, improvements, techniques, development tools, utilities, methodologies, specifications, business methods, processes, and other know-how, that JetBrains has created or acquired prior to or independently of the Professional Services provided under the Agreement.

2.9. "**Migration Services**" means any services related to the transfer of data, applications, or software environments from one system to another, as specified in an Ordering Document.

2.10. "**Order**" means a purchase order that the Customer issues in writing, online on the JetBrains Website, through electronic data interchange (EDI), or by email. An Order must be in English and specify, at a minimum, the Professional Services purchased, their quantities, and their Price, in line with a Quote previously issued by JetBrains.

2.11. "**Ordering Document**" means an Order or a Statement of Work.

2.12. "**Outcomes**" means the results of the Professional Services, which may include Deliverables, advice, knowledge transfer, or the completion of specific tasks as described in an Ordering Document.

2.13. "**Price**" means the fees payable for the Professional Services as specified in an applicable Ordering Document.

2.14. "**Product**" means any generally available JetBrains product that is currently available for purchase on the JetBrains Website or offered to the Customer based on a separate agreement.

2.15. "**Professional Services**" means the Consulting Services, Development Services, Implementation Services, Migration Services, and/or Training Services provided by JetBrains to the Customer, as specified in an Ordering Document.

2.16. "**Quote**" means a JetBrains offer to provide Professional Services specifying the Professional Services, quantities, Price, and other relevant information.

2.17. "**Residuals**" means any general knowledge, ideas, concepts, know-how, processes, techniques, and skills that are retained in the unaided memory of JetBrains' personnel as a result of providing the Professional Services. Memory is "unaided" if personnel have not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it.

2.18. "**Site**" means a location designated by the Customer where Professional Services are to be provided.

2.19. "**Statement of Work**" or "**SOW**" means a document between the Parties that describes the specific Professional Services to be performed, forming a part of the Agreement.

2.20. "**Training Services**" means any training services related to JetBrains Products, as specified in an Ordering Document.

3. SCOPE OF SERVICES

3.1. **Ordering Documents**. JetBrains will perform the Professional Services described in one or more accepted Ordering Documents. An Agreement is formed when:
(a) The Parties execute a Statement of Work; or
(b) JetBrains accepts an Order submitted by the Customer based on a Quote. Quotes from JetBrains are non-binding unless JetBrains explicitly marks them as binding. A Quote is valid for forty-five (45) business days from its issuance date, during which the Customer may issue an Order based on its terms. JetBrains will not unreasonably reject the Customer's Order.

3.2. **Nature of Services**. Unless explicitly agreed otherwise in an Ordering Document, Professional Services are provided on a best-efforts basis. They do not constitute the delivery or guarantee of specific results, or legal, tax, financial, or other professional advice, beyond their defined technical scope specified in the Ordering Document.

3.3. **Change Management**. Any change to the scope of Professional Services defined in an Ordering Document must be mutually agreed upon in a written Change Request Form. In the case of a change request initiated by JetBrains due to unfulfilled project assumptions, JetBrains shall have the right to withdraw from the remainder of the performance under the affected Ordering Document if no agreement on such a change request is reached within fifteen (15) days of its submission. In such a case, JetBrains will hand over the results of the work performed to date to the Customer, and the Customer will pay for the work handed over in accordance with the invoice issued by JetBrains.

3.4. **Time and Place of Performance**. Professional Services will be delivered during the term and at the location specified in the Ordering Document. Unless otherwise agreed, services are provided remotely during JetBrains' normal business hours. If services are provided at a Customer Site, the Customer shall provide a safe and suitable working environment, including necessary access and facilities for JetBrains personnel.

3.5. **Non-Solicitation**. During the term of any Ordering Document and for six (6) months thereafter, the Customer agrees not to actively solicit for employment any JetBrains personnel who were directly involved in providing those services.

3.6. **Subcontractors**. JetBrains may use third-party service providers to provide Professional Services. JetBrains will be responsible for all such subcontractors engaged by it.

3.7. **Confirmation of Completion**. After the provision of any Professional Service (or a phase thereof) has been completed, JetBrains will have the right to demand that the Customer sign a document confirming such completion, promptly on JetBrains' request.

3.8. **No Recording of Training Services**. The Customer must not record, whether by audio, video, or other means, any Training Services without JetBrains' express prior written permission. Any permitted recordings may only be used for the Customer's internal educational purposes and must not be distributed externally. All recorded Training Services remain the exclusive intellectual property of JetBrains.

3.9. **Equipment for Providing Training Services**. Unless agreed otherwise, the Customer will provide suitable projection and presentation equipment to enable JetBrains to provide Training Services.

3.10. **Customer Responsibilities**. The Customer agrees to provide timely and adequate cooperation, including access to necessary information, instructions, materials, and systems, as may be reasonably required for JetBrains to perform the Professional Services. If Professional Services require JetBrains to access the Customer's systems, the Customer hereby authorizes JetBrains to perform such actions as are reasonably necessary to provide the Services. The Customer acknowledges that such access carries inherent risks and is responsible for maintaining appropriate backups of its systems and data. Specific responsibilities and access protocols may be detailed in the applicable Ordering Document.

3.11. **Project Governance**. The specific project management, communication, reporting, and escalation procedures for the Professional Services shall be mutually agreed upon and described in the applicable Ordering Document.

4. ACCEPTANCE OF DELIVERABLES

This Section 4 applies only if an Ordering Document specifies Deliverables that are subject to formal acceptance testing.

4.1. **Testing and Acceptance Criteria**. If an Ordering Document specifies acceptance testing for Deliverables, it must also include the corresponding acceptance criteria. The Customer shall conduct such testing within five (5) business days of JetBrains presenting the Deliverables for acceptance.

4.2. **Defects**. A "**Defect**" is a verifiable failure of a Deliverable to conform to the material specifications agreed in the Ordering Document, which is attributable to JetBrains. The Customer must report any alleged Defects in writing before the end of the testing period. The Customer's sole remedy for a duly reported Defect shall be for JetBrains to use commercially reasonable efforts to remedy such Defect.

4.3. **Acceptance**. The Deliverables will be deemed accepted upon the earlier of:
(a) the Customer's written confirmation of acceptance;
(b) the expiration of the testing period without any duly reported Defects; or
(c) the Customer's use of the Deliverables in a production or operational environment.

5. INTELLECTUAL PROPERTY

5.1. **JetBrains Background IP**. JetBrains retains all right, title, and interest in and to all JetBrains Background IP. Nothing in the Agreement shall be construed as a transfer of ownership of any JetBrains Background IP.

5.2. **Customer Material**. The Customer retains all right, title, and interest in and to all Customer Material. The Customer grants JetBrains a limited, non-exclusive, royalty-free license to use, reproduce, and modify the Customer Material solely for the purpose of performing the Professional Services. The Customer warrants that it has the necessary rights to grant this license and that the use of Customer Material by JetBrains will not violate any third-party rights.

5.3. **Ownership of Deliverables**. Subject to the Customer's full payment of the applicable Price, JetBrains hereby irrevocably assigns to the Customer all of its right, title, and interest in and to the Deliverables. To the extent such assignment is not fully effective under applicable law, JetBrains hereby grants the Customer an exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable license to use, reproduce, distribute, modify, and otherwise exploit the Deliverables for the purpose described in the Ordering Document.

5.4. **License to Incorporated Background IP**. To the extent that JetBrains incorporates any JetBrains Background IP into the Deliverables, JetBrains grants the Customer a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use such JetBrains Background IP solely as an integrated part of the Deliverables, for the purpose described in the Ordering Document. The Customer may not extract, separate, or otherwise use the JetBrains Background IP for any other purpose.

5.5. **Retained Rights (Residuals)**. JetBrains is free to use any Residuals for any purpose, including for product development and the provision of services to other customers. This right to use Residuals does not grant JetBrains any license to disclose the Customer's Confidential Information.

5.6. **Moral Rights**. To the fullest extent permitted by applicable law, JetBrains hereby irrevocably waives, and agrees to cause its personnel to waive, all moral rights (including rights of attribution and integrity) in the Deliverables and agrees not to assert any such rights against the Customer or its sublicensees, or not to execute such moral rights whenever the waiver is not applicable.

5.7. **Feedback**. The Customer grants JetBrains the right to use, change, commercialize, and incorporate into its Products or Professional Services any of its ideas, suggestions, recommendations, proposals, or other feedback that the Customer provides to JetBrains, without paying any fee to the Customer or any third party. The Customer cannot withdraw this permission after it is given, and it is perpetual and irrevocable. JetBrains is not required to pay a fee for this feedback (it is royalty-free), and can transfer and give similar rights to (sublicense) the feedback to anyone else worldwide.

6. FEES AND PAYMENT

6.1. **Fees and Expenses**. The Customer shall pay JetBrains the Price and any expenses as specified in the applicable Ordering Document.

6.2. **Fee Models**. The Price for Professional Services will be calculated based on one of the following models, as specified in the applicable Ordering Document:
(a) **Fixed Price**: A single, pre-agreed Price for the total scope of the Professional Services.
(b) **Time and Materials**: A Price calculated based on the actual time spent by JetBrains personnel at the rates specified in the Ordering Document, plus the cost of any materials.
(c) **Fixed Monthly Fee**: A recurring monthly Price for a pre-agreed capacity or scope of Professional Services. Unused capacity in any month is not transferable to subsequent months unless specified in the Ordering Document.

6.3. **Payment Terms**. The Customer shall pay all invoices within thirty (30) days of the invoice date (NET 30). Payments must be made in full in the currency indicated on the invoice.

6.4. **Invoicing Entity**. JetBrains or one of its appointed entities (including JetBrains Distributions s.r.o., JetBrains Americas, Inc., JetBrains Shanghai, JetBrains N.V.), or Taxamo Checkout Limited Ltd. may submit invoices to the Customer. Despite this, JetBrains remains the provider of the Professional Services, and this does not affect any other provisions of the Agreement.

6.5. **Late Payment**. If the Customer defaults on its payment obligations, JetBrains may, in addition to any other remedies, charge default interest on the due amount at the rate of 1.5% per month or the maximum rate permitted by law, whichever is the lower.

6.6. **No Set off**. The Customer may not deduct, withhold, or set off any amount from fees due to JetBrains.

6.7. **Tax**. The Price excludes any sales tax, use tax, value-added tax (VAT), goods and services tax (GST), digital services tax (DST), or other similar tax ("**Local Tax**"). If the Price is subject to any Local Tax, JetBrains may add it to the invoice, and the Customer shall pay it. The Customer bears sole responsibility for any withholding tax liabilities and shall make no deductions from the amount payable to JetBrains. The Parties agree that:
(a) amounts payable under the Agreement are considered business profits as per the relevant provision (typically Article 7) of the applicable double tax treaty ("**Double Tax Treaty**") and hence not subject to withholding tax in the Customer's country, and moreover
(b) amounts payable under the Agreement are not considered royalties as per the relevant provision (typically Article 12) of the Double Tax Treaty.

6.8. **Unused Capacity**. If the Customer's failure to provide timely cooperation, materials, or approvals as required under an applicable Ordering Document prevents JetBrains from rendering the purchased Professional Services, JetBrains shall be entitled to invoice the Customer for the time of any JetBrains personnel who were allocated to the Ordering Document and could not be reassigned due to such failure.

6.9. **Premium Hour Rates**. Unless otherwise specified in an applicable Ordering Document, any Services performed on weekends, public holidays, or outside of JetBrains' normal business hours at the Customer's request will be invoiced at one and a half (1.5) times the standard rates defined in the Ordering Document.

6.10. **Rate Indexation**. For any Ordering Document with a term of twelve (12) months or longer, JetBrains reserves the right to adjust its rates once per twelve (12) month period in accordance with a relevant labor cost index, upon providing the Customer with thirty (30) days' prior written notice.

6.11. **Prepaid Block of Time**. If an Ordering Document specifies that Professional Services are provided on a "prepaid block of time" basis:
(a) **Invoicing and Prepayment**: JetBrains will issue an invoice for the full estimated amount upon execution of the Ordering Document. All fees must be paid in full before the commencement of any Professional Services.
(b) **Time Tracking and Billing Increments**: JetBrains will track all time spent delivering the Professional Services against the purchased block of hours. A minimum of one (1) hour will be charged for any discrete session, regardless of its actual duration. For sessions or activities exceeding one hour, time will be rounded up and billed in 30-minute increments.
(c) **Non-Refundability and Expiration**: All Professional Services hours purchased under an Ordering Document are **non-refundable**, including in the event that fewer hours are ultimately required to complete the Professional Services. The Customer must use all prepaid hours within the "Period of Performance" defined in the applicable Ordering Document. Any unused hours remaining at the end of the Agreement will **expire** and shall not be refunded, credited, or carried over, as further specified in Section 11.4.

7. CONFIDENTIALITY AND DATA

7.1. **Confidential Information**. "**Confidential Information**" means all information one Party discloses to the other that is designated as confidential or that reasonably should be understood to be confidential. JetBrains' Confidential Information includes its Background IP. Customer Material may be the Customer's Confidential Information.

7.2. **Protection**. The receiving Party shall use the same degree of care it uses to protect its own confidential information (but not less than reasonable care), not to use or disclose any Confidential Information for any purpose outside the scope of the Agreement.

7.3. **Compelled Disclosure**. If the receiving Party is compelled by law to disclose Confidential Information, it shall provide the disclosing Party with prior notice (to the extent legally permitted) and reasonable assistance if the disclosing Party wishes to contest the disclosure.

7.4. **Personal Data**. The Customer shall not provide JetBrains with any personal data in the course of the Professional Services unless explicitly agreed in an applicable Ordering Document and in accordance with the data processing agreement. Unless such processing is the express subject of the Professional Services according to the applicable Ordering Document, the Customer is solely responsible for ensuring that any Customer Material provided to JetBrains is anonymized or does not contain personal data, and JetBrains is entitled to rely entirely on the assumption and the Customer's warranty that such a Customer Material does not contain any personal data and, therefore, that no special measures need to be taken to protect them when providing Professional Services.

7.5. **Return or Destruction**. The receiving Party agrees to take all reasonable steps to promptly return and/or destroy, upon written request, the disclosing Party's Confidential Information. Destruction shall be certified in writing by the receiving Party. The receiving Party may, subject to the terms of the Ordering Document and this Agreement, retain one backup copy of the disclosing Party's Confidential Information solely to meet legal or regulatory obligations.

7.6. **Duration of Confidentiality Obligation**. Unless the Parties otherwise agree in writing, the receiving Party's duty to protect Confidential Information expires three (3) years from disclosure. However, the receiving Party's duty to protect the disclosing Party's trade secrets shall last as long as and to the extent that such information remains a 'trade secret', if such trade secrets are identified as such in writing by the disclosing Party.

8. REPRESENTATIONS AND WARRANTIES

8.1. **Workmanship Warranty**. JetBrains warrants that the Professional Services were performed in a professional and workmanlike manner. The Customer may report any breach of this warranty for a period of thirty (30) days following the Customer's acceptance of the corresponding Deliverable (the "**Service Warranty Period**").

8.2. **Sole Remedy**. If JetBrains breaches the warranty in Section 8.1 and the Customer provides written notice of the breach within the Service Warranty Period, JetBrains shall, as the Customer's sole and exclusive remedy, re-perform the non-conforming Professional Services at no additional charge. This warranty does not apply if the Deliverable has been modified by anyone other than JetBrains.

8.3. **Warranty Disclaimer**. Except for the express warranty set forth above, the Professional Services and Outcomes are provided "as is". To the maximum extent permitted by law, JetBrains disclaims all other warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. INDEMNIFICATION

9.1. **By JetBrains**. JetBrains will defend the Customer against any third-party claim alleging that a Deliverable, as delivered by JetBrains, infringes a third party's intellectual property rights, and will pay all direct damages and reasonable, adjudicated attorneys' fees finally awarded against the Customer, or agreed to in a settlement that JetBrains approves in writing. For the avoidance of doubt, JetBrains' indemnification obligation hereunder shall not extend to any special, incidental, indirect, consequential, exemplary, or punitive damages.

9.2. **Limitations**. JetBrains' obligations under this section do not apply if the claim arises from:
(a) the combination of the Outcome with software, data, or hardware not provided by JetBrains;
(b) any modification to the Outcome not made by JetBrains;
(c) the use of the Outcome in breach of the Agreement; or
(d) Customer Material.

9.3. **Conditions**. The indemnification obligations are subject to the Customer providing JetBrains with prompt written notice of the claim, and in no event later than thirty (30) calendar days after the Customer becomes aware of such claim, sole control over the defense and settlement, and reasonable cooperation.

10. LIMITATION OF LIABILITY

10.1. **Exclusion of Indirect Damages**. In no event will either party be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages, including loss of use, data, goodwill, or profits, arising out of or related to the agreement, regardless of the theory of liability.

10.2. **Liability Cap**. The total aggregate liability of JetBrains and its Affiliates arising out of or related to the Professional Services performed under any single Ordering Document shall not exceed the amount of the price paid by the Customer for the services under that specific Ordering Document.

11. TERM, SUSPENSION, AND TERMINATION

11.1. **Term**. The Agreement commences on the Effective Date and continues until terminated. The termination conditions are agreed upon and specified in the Ordering Document. Unless otherwise agreed, the Agreement shall terminate upon the completion of all obligations under the applicable Ordering Document; a fixed-term Agreement shall always terminate at the latest upon expiry of the "Period of Performance" defined in that Ordering Document.

11.2. **Suspension of Professional Services**.

11.2.1. JetBrains may suspend the provision of Professional Services if:
(a) The Customer's payment is more than five (5) business days overdue;
(b) The Customer poses a direct or imminent security risk to JetBrains, its Products, or a third party;
(c) The Customer has materially breached the Agreement and fails to remedy within ten (10) calendar days of notice, or immediately if the breach is severe or incapable of remedy; or
(d) Required by law or a governmental authority.

11.2.2. JetBrains will use commercially reasonable efforts to provide prior written notice of any suspension and an opportunity to remedy the issue, unless immediate suspension is necessary to prevent harm.

11.2.3. During any suspension:
(a) Professional Services are on-hold;
(b) the Customer remains responsible for all fees and delays accrued;
(c) JetBrains shall have no liability for any consequences of a suspension undertaken in accordance with this Section; and
(d) if the cause is not remedied within a reasonable period, JetBrains may terminate for cause.

11.2.4. JetBrains will promptly reinstate the provision of Professional Services once the underlying cause for suspension is remedied to JetBrains' reasonable satisfaction. A reinstatement fee may apply.

11.3. **Termination for Cause**. Either Party may terminate the Agreement or any Ordering Document for cause if the other Party materially breaches the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice. JetBrains may terminate the Agreement or any Ordering Document immediately if the Customer has stopped operating in the usual course of business, has transferred or assigned all or substantially all of its assets for the benefit of creditors or made a similar arrangement, or is undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding.

11.4. **Expiration of Prepaid Services**. Unless an Ordering Document explicitly states otherwise, any prepaid Professional Services (including blocks of hours or days) purchased for a specific project are non-refundable and must be consumed during the "Period of Performance" defined in that Ordering Document. Any unused services or credits will automatically expire upon the earlier of:
(a) the Customer's acceptance of the final Deliverable under the Ordering Document;
(b) the end date of the "Period of Performance" specified in the Ordering Document;
(c) earlier termination of the Agreement.

11.5. **Survival**. Sections 5 (Intellectual Property), 6 (Fees and Payment, for amounts accrued), 7 (Confidentiality and Data), 8 (Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Survival), and 14 (Miscellaneous) shall survive any termination or expiration of the Agreement.

12. INSURANCE

JetBrains will maintain, at its own expense, reasonable levels of Commercial General Liability, Workers' Compensation, and professional liability (errors and omissions) insurance.

13. EXPORT CONTROL

13.1. **Export Control Compliance**. Each Party must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes, including those of the European Union and the United States ("**Export Control Laws**"). The Customer agrees that it will not use Professional Services or deliverables created as their result for any end-use prohibited or restricted by Export Control Laws. Each Party shall obtain all applicable export licenses or other governmental approval required by Export Control Laws before exporting, re-exporting, transferring, or disclosing any software, technology, source code, or technical information in connection with the Professional Services. The Parties agree to cooperate with each other in determining licensing requirements and securing any necessary authorizations, and will also reasonably cooperate with any audit, inquiry, or official investigation concerning compliance with Export Control Laws (including by providing relevant records or information upon request).

13.2. **Reporting of Non-Compliance**. The Customer must immediately report any concerns of non-compliance regarding Export Control Laws to legal@jetbrains.com and cooperate with JetBrains in its efforts to verify and ensure compliance with Export Control Laws.

14. MISCELLANEOUS

14.1. **Entire Agreement**. The Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior communications.

14.2. **Governing Law; Jurisdiction**. The Agreement will be governed by the laws of the State of New York. Any disputes shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) by one arbitrator in Vienna, Austria.

14.3. **Notices**. Notices must be in writing and will be deemed given when delivered personally, by email, or by reputable express courier to the addresses specified in the applicable Ordering Document or as otherwise updated by a Party.

14.4. **Assignment**. Neither Party may assign the Agreement without the prior written consent of the other, except that JetBrains may assign the Agreement to an Affiliate or in connection with a merger or sale of assets.

14.5. **Force Majeure**. Neither Party shall be liable for any delay or non-performance (except for payment obligations) due to a cause beyond its reasonable control.

14.6. **Customer's Conditions Excluded**. Any specific or general terms and conditions that the Customer adds are excluded, even if the Customer refers to such terms. No Customer's purchasing terms, handwritten, emailed, or typewritten text, or any other document that modifies the Agreement, shall be applicable. JetBrains' action or conduct does not constitute acceptance of any specific or general terms or conditions put forward by the Customer.

14.7. **Reservation of Rights**. JetBrains reserves the right at any time to change these Terms, list prices, general availability, and other characteristics of Professional Services.

14.8. **Interpretation**. Headings and titles are for convenience only and do not affect the interpretation of the Agreement.

14.9. **Equitable Relief**. Nothing in the Agreement will prevent either Party from pursuing or seeking any equitable remedy under applicable law.

14.10. **Relationship**. The Parties are independent parties. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or similar type of legal relationship.