

Consulting Agreement

This Consulting Agreement (the "**Agreement**") is entered into on _____ (the "**Effective Date**") by and between _____, with an address of _____ (referred to as the "**Consultant**"), and _____, with an address of _____ (referred to as the "**Client**"), collectively "the **Parties**."

[Consideration]

1. The Parties agree that the Consultant will provide the services attached hereunder, whereas the Client will in return provide compensation for such services and expertise.

[Scope of Services]

2. Consultant's services are as follows ("Services"):

- A. _____
- B. _____
- C. _____

[Term]

3. The Parties agree that this agreement shall begin on the Effective Date and will end on or before _____.
- 3.1. Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

[Fees & Payment]

4. In consideration of the Services provided by Consultant, Client agrees to pay Consultant the amount of [REDACTED]. Payment will be due [REDACTED].

[Expenses]

5. The Consultant is entitled to a reimbursement for all the reasonable and necessary expenses that have arisen when providing his/her services to the Client.
- 5.1. The Client is required to pre-approve all the expenses/all expenses over [REDACTED].
- 5.2. The Consultant is required to provide a proof and/or receipt for all the expenses he/she has made.

[Exclusivity & Ownership]

6. The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.
- 6.1. The Parties agree that all work created by the Consultant in terms of him/her performing the services will remain the exclusive property of the Client, who can use it without any restrictions.

[Confidentiality]

7. All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.
- 7.1. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

[Representation & Warrants]

8. Consultant represents and warrants that he/she has the necessary qualifications and experience to perform the Services, and that the Services will be performed in a professional and competent manner.

[Governing Law]

9. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

[Dispute Resolution]

10. Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [CITY], [STATE]. The arbitrator's decision shall be final and binding on both parties, and judgment may be entered in any court having jurisdiction.

[Severability]

11. In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

[Amendments]

12. The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- 12.1. As such, any amendments made by the Parties will be applied to this Agreement.

[Termination]

13. The Parties agree that this agreement shall begin on the Effective Date and will end on or before .

[Entire Agreement]

14. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
- 14.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 14.2. In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

The Parties agree to the terms and conditions of this Agreement set forth above as demonstrated by their signatures as follows:

[NAME OF CONSULTANT]

[NAME OF CLIENT]

[SIGNATURE]

[SIGNATURE]

Date:

Date: