

## **CONSULTING SERVICES AGREEMENT (Version 1)**

This Consulting Services Agreement (the "Agreement") is entered into as of October 26, 2023 (the "Effective Date"), by and between:

**Client Inc.**, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 123 Main Street, Anytown, USA ("Client"),

and

**Consultant LLC**, a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 456 Consultant Ave, Workville, USA ("Consultant").

**1. Services.** Consultant agrees to provide strategic marketing consulting services as further detailed in Exhibit A attached hereto (the "Services"). Consultant shall perform the Services in a professional and workmanlike manner.

**2. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months, unless terminated earlier as provided herein. Either party may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to the other party. Client may terminate this Agreement immediately upon written notice to Consultant if Consultant commits a material breach of this Agreement and fails to cure such breach within ten (10) days of receiving written notice of the breach. Upon termination, Consultant shall be paid for all Services satisfactorily performed up to the effective date of termination.

**3. Fees and Payment.** Client shall pay Consultant a fixed fee of \$10,000 USD for the Services, payable in two installments: 50% upon execution of this Agreement and 50% upon completion of the Services as reasonably determined by Client. Invoices submitted by Consultant are due and payable within fifteen (15) days of receipt. Late payments may be subject to an interest charge of 1.5% per month or the maximum rate permitted by law, whichever is less. All payments shall be made promptly.

**4. Confidentiality.** "Confidential Information" means any information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information that: (a) is or becomes publicly known through no wrongful act of the receiving party; (b) was in the receiving party's lawful possession prior to disclosure; or (c) is independently developed by the receiving party without use of or reference to the

disclosing party's Confidential Information. The receiving party agrees to hold the disclosing party's Confidential Information in strict confidence and not to make the disclosing party's Confidential Information available to any third party, or use the disclosing party's Confidential Information for any purpose other than the implementation of this Agreement for a period of three (3) years from the date of disclosure.

**5. Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OR OBLIGATIONS RELATED TO INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CONSULTANT HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Consultant's liability is strictly limited.

**6. Governing Law and Jurisdiction.** This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York for any legal action arising out of this Agreement.

**7. Entire Agreement.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

**8. Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and not caused by that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client Inc. By: \_\_\_\_\_ Name: Jane Doe Title: CEO

Consultant LLC By: \_\_\_\_\_ Name: John Smith Title: Principal  
Consultant