

# Consulting Agreement

## Consultant:

<i>Name of Business:</i>	Ridván
<i>Contact Person:</i>	Quddús George
<i>Address:</i>	141 Ouzts St
	Johnston, South Carolina 29832
<i>Phone:</i>	(843) 933-1496
<i>Email:</i>	

## Client:

<i>Name of Business:</i>	
<i>Contact Person:</i>	
<i>Address:</i>	
<i>Phone:</i>	
<i>Email:</i>	

Consultant and Client agree as follows:

### **1. Services to Be Performed**

Consultant agrees to perform the services described in Exhibit A, which is attached to and made part of this Agreement.

### **2. Payment**

Client will pay Consultant a fixed fee for the initial project, a monthly fee for hosting and maintenance, and an hourly fee for additional work according to the payment schedule described in Exhibit B, which is attached to and made part of this Agreement.

### **3. Invoices**

Consultant will submit invoices for all services rendered. Client will pay the amounts due within 14 days of the date of each invoice.

#### **4. Method of Payment**

Consultant shall be paid by one of the following:

- *Zelle to consultant's phone number (843)-933-1496*
- *Client's bank's bill pay system*
- *Popmoney to consultants email address lastof@pm.me*
- *Cheque via mail to 141 Ouzts ST, Johnston Sc, 29832*
- *Paypal to consultants email address lastof@pm.me*

#### **5. Late Fees**

If Client is late paying Consultant, Consultant's damages will be difficult to measure. As a reasonable estimate of the damages Consultant will sustain, and as liquidated damages and not as a penalty, Client agrees to pay Consultant an additional 5% per month interest charge on the amount owed or the legally allowable maximum, whichever is less.

#### **6. Expenses**

Consultant will be responsible for all expenses incurred while performing services under this Agreement.

#### **7. Materials**

Consultant will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

#### **8. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earliest of:

- the date a party terminates the Agreement as provided below.

#### **9. Terminating the Agreement**

This Agreement may be terminated:

- without cause by 7 days' prior written notice by either party, or

- with cause, immediately upon material breach of any term of this Agreement by either party.

Client shall promptly pay Consultant for services performed before the effective date of termination.

## **10. Independent Contractor Status**

Consultant is an independent contractor, and neither Consultant nor Consultant's employees or contract personnel is, or will be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

- Consultant has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.
- The services required by this Agreement will be performed by Consultant, or Consultant's employees or contract personnel, and Client will not be required to hire, supervise, or pay any assistants to help Consultant.
- Consultant is responsible for paying all ordinary and necessary expenses of its staff.
- Neither Consultant nor Consultant's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- Neither Consultant nor Consultant's staff will be required to devote full time to the performance of the services required by this Agreement.
- Client will not provide insurance coverage of any kind for Consultant or Consultant's staff.

- Client will not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

## **11. Intellectual Property Ownership**

Consultant will retain all copyright, patent, trade secret, and other intellectual property rights Consultant may have in anything created or developed by Consultant for Client under this Agreement ("Work Product"). Consultant grants Client a nonexclusive worldwide license to use and sublicense the use of the Work Product for the purpose of developing and marketing its products, but not for the purpose of marketing Work Product separate from its products. The license will have a perpetual term and may not be transferred by Client. This license is conditioned upon full payment of the compensation due Consultant under this Agreement.

## **12. Consultant's Materials**

Consultant owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement.

Consultant retains all right, title, and interest, including all copyright, patent rights, and trade secret rights, in Consultant's Materials. Subject to full payment of the consulting fees due under this Agreement, Consultant grants Client a nonexclusive worldwide license to use and sublicense the use of Consultant's Materials for the purpose of developing and marketing its products, but not for the purpose of marketing Consultant's Materials separate from Client's products. The license will have a perpetual term and may not be transferred by Client. Client will make no other commercial use of Consultant's Materials without Consultant's written consent.

## **13. Confidentiality**

During the term of this Agreement and for 3 years afterward, Consultant will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Consultant uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential, or disclosed orally and summarized and identified as confidential in a writing delivered to Consultant within 15 days of disclosure.

Confidential information does not include information that:

- Consultant knew before Client disclosed it
- is or becomes public knowledge through no fault of Consultant
- Consultant obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Consultant independently develops.

#### **14. Warranties**

THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS; INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **15. Limited Liability**

- In no event will Consultant be liable to Client for lost profits of Client or for special, incidental, or consequential damages (even if Consultant has been advised of the possibility of such damages).
- Consultant's total liability under this Agreement for damages, costs, and expenses, regardless of cause, will not exceed the total amount of fees paid to Consultant by Client under this Agreement.
- Client will indemnify Consultant against all claims, liabilities, and costs, including reasonable attorneys' fees, of defending any third-party claim or suit, other than for infringement of intellectual property rights, arising out of or in connection with Client's performance under this Agreement. Consultant will promptly notify Client in writing of such claim or suit, and Client will have the right to fully control the defense and any settlement of the claim or suit.

## **16. Local, State, and Federal Taxes**

Consultant will pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges specified earlier in this Agreement do not include taxes. If Consultant is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes will be billed separately to Client. Client will be responsible for paying any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

Consultant will notify Client in writing, at least 45 days before taxes are due.

## **17. Contract Changes**

Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made.
- Client may desire a midproject change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant.
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any unintended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties will make a good-faith effort to agree on all necessary particulars. Such agreements will be put in writing, signed by the parties, and added to this Agreement.

## **18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Edgefield County, SC. Any costs and fees other than attorneys' fees associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which the party may be entitled.

Initial Mediation attempt will be held on an online venue at the request of either party.

## **19. Exclusive Agreement**

This Agreement (including any attached exhibits) is the entire Agreement between Consultant and Client.

## **20. Applicable Law and Jurisdiction**

This Agreement will be governed by the laws of the state of South Carolina and any disputes arising from it must be handled exclusively in the federal and state courts located in South Carolina.

## **21. Notices**

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three weeks after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.

## **22. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

## **Signatures**

Client: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant: Ridván

By:   
Signature

Typed or Printed Name: Quddús George

Title: Owner

Date: 09/20/2023

## **Electronic or Digital Signatures**

This agreement may be signed by an electronic or digital signature.