

## CONSULTING AGREEMENT

### PARTIES

- This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on 2nd July 2024 by < **Consultant’s Name**> and between < **Client’s Name**>, with an address of <**Consultant’s Address**>(hereinafter referred to as the “Consultant’s Name”), and , with an address of <**Client’s Address**> (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

### CONSIDERATION

- 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.

### RETAINER

- A fee of <**Retainer Fee**> will be invoiced to the Client by the Consultant on the first day of every month for all the services provided and performed as well as for all the pre-approved expenses incurred the previous month.
- The Client is required to pay the invoice within <**Number of days**> days upon receiving it.
- The Parties agree that the payments are to be made via < **Payment Method** > and sent to the following address <**Address**>

### EXPENSES

- 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.
- The Client is required to pre-approve all the expenses/all expenses over <**Expense Pre-Approval Threshold Amount**>. (Choose one of the options)
- The Consultant is required to provide a proof and/or receipt for all the expenses he/she has made.

### TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on <**Term End Date**>.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

### TERMINATION

- This Agreement may be terminated in case the following occurs:

1. Immediately in case one of the Parties breaches this Agreement.
2. At any given time by providing a written notice to the other party <**Notice Period for Termination Days**> days prior to terminating the Agreement.

#### **RELATIONSHIP BETWEEN THE PARTIES**

- Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Consultant be considered an employee.
- Whereas, this Agreement does not create any other partnership between the Parties.

#### **EXCLUSIVITY**

- 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.

#### **OWNERSHIP**

- 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**

- 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.
- 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.

#### **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to <**Arbitration/mediation/negotiation**> in accordance with, and subject to the laws of, < **Governing Law** >.

#### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of <**Law**>.

#### **SEVERABILITY**

- 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.

#### **ENTIRE AGREEMENT**

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

#### **AMENDMENTS**

- 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.
- As such, any amendments made by the Parties will be applied to this Agreement.

#### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

CONSULTANT

Name: <Client's Name>

Name: <Consultant's Name>

Signature: <Client's Signature>

Signature: <Consultant's

Date: <Date>

Signature>

Date: <Date>

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