

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into as of [Effective Date], by and between [Client Name], a company organized and existing under the laws of [State/Country], with its head office located at [Address] ("Client"), and [Consultant Name], an individual with an address at [Address] ("Consultant").

WHEREAS, the Client desires to retain the services of the Consultant to perform consulting services as defined herein; and

WHEREAS, the Consultant agrees to provide such services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Consultant will perform the services described in Appendix A attached hereto (the "Services"). The Consultant shall provide the Services at such times and in such manner as mutually agreed upon by both parties.

2. COMPENSATION

For the Services rendered by the Consultant under this Agreement, the Client shall pay the Consultant a fee as outlined in Appendix B attached hereto. Payment shall be made according to the schedule and terms outlined in Appendix B.

3. CONFIDENTIALITY

The Consultant agrees that during the term of this Agreement and thereafter, all information concerning the Client's business or the work performed thereon by the Consultant, shall be treated as strictly confidential and not made available to any third party without the prior written consent of the Client.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until completion of the Services, unless earlier terminated by either party upon [number of days] days written notice. Either party may terminate this Agreement at any time with cause upon written notice to the other party.

5. INDEPENDENT CONTRACTOR STATUS

The Consultant is entering into this Agreement as an independent contractor, and not as an employee or agent of the Client. The Consultant shall have no claim against the Client for any employment-related benefits, including but not limited to, health insurance, retirement plans, workers compensation, or unemployment benefits.

6. GENERAL PROVISIONS

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [Governing State/Country], without giving effect to any choice of law or conflict of law provisions.

6.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

6.3 Amendment: This Agreement may only be amended or modified by a written instrument executed by both the Client and the Consultant.

6.4 Severability: If any term or provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions will remain effective and enforceable to the fullest extent permitted by law.

6.5 Notice: Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the address of each party specified above or to such other address as either party may specify in writing.

6.6 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Services Agreement as of the Effective Date first above written.

CLIENT: _____

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT: _____

By: _____

Name: _____

Date: _____

Appendices:

Appendix A: Scope of Services

Appendix B: Compensation and Payment Schedule