

CONSULTING-CLIENT TEST

January 14, 2025

THIS AGREEMENT

is made and entered into as of January 14, 2025, by and between behrooz evans, with offices located at [Address pending] ("Service Provider"), and Client test, with offices located at [Address pending] ("Client").

****CONSULTING AGREEMENT****

This Consulting Agreement ("Agreement") is made and entered into as of [Insert Date], by and between [Consultant's Full Name or Company Name], with a principal place of business located at [Consultant's Address] ("Consultant"), and [Client's Full Name or Company Name], with a principal place of business located at [Client's Address] ("Client").

****WHEREAS****, the Consultant agrees to provide consulting services to the Client, and the Client agrees to engage the Consultant, subject to the terms and conditions set forth in this Agreement.

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

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1. Consulting Services

1.1 ****Scope of Services****: The Consultant shall provide the Client with the consulting services described in Exhibit A attached hereto ("Services").

1.2 ****Standard of Performance****: The Consultant agrees to perform the Services with the highest degree of professionalism, skill, and expertise.

1.3 ****Changes to Services****: Any changes or additions to the Services must be agreed upon in writing by both parties.

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2. Term and Termination

2.1 ****Effective Date****: This Agreement shall commence on [Start Date] and shall continue in full force and effect until [End Date] unless terminated earlier as provided herein.

2.2 ****Termination for Convenience****: Either party may terminate this Agreement at any time by providing [Number] days written notice to the other party.

2.3 ****Termination for Cause****: Either party may terminate this Agreement immediately upon written notice if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within [Number] days after receipt of written notice of such breach.

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3. Compensation

3.1 ****Fees****: The Client shall pay the Consultant a fee as set forth in Exhibit B attached hereto.

3.2 ****Expenses****: The Client shall reimburse the Consultant for reasonable and pre-approved out-of-pocket expenses, which are necessary for the performance of the Services.

3.3 ****Payment Terms****: Invoices shall be submitted by the Consultant on a [monthly/quarterly] basis and shall be due within [Number] days of receipt by the Client.

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4. Independent Contractor Status

4.1 The Consultant is engaged as an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

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5. Confidentiality

5.1 ****Confidential Information****: The Consultant agrees to keep confidential and not disclose or use any confidential information of the Client except as expressly permitted by this Agreement or necessary for the performance of the Services.

5.2 ****Duration of Confidentiality Obligation****: The confidentiality obligations shall survive the termination or expiration of this Agreement for a period of [Number] years.

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6. Intellectual Property

6.1 ****Ownership of Deliverables****: All reports, documents, materials, and other deliverables created by the Consultant as part of the Services shall be the exclusive property of the Client upon payment for such Deliverables.

6.2 ****Pre-existing Materials****: Any pre-existing intellectual property used by the Consultant in connection with the performance of the Services shall remain the exclusive property of the Consultant.

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7. Non-Competition

7.1 The Consultant agrees not to engage in any business activities that directly compete with the Client's business during the term of this Agreement and for a period of [Number] months following the termination or expiration of this Agreement within [Geographical Area].

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8. General Provisions

8.1 ****Governing Law****: This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

8.2 ****Dispute Resolution****: Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of [Arbitration Association].

8.3 ****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.

8.4 ****Amendment****: No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

8.5 ****Notices****: All notices under this Agreement shall be in writing and sent to the

addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first above written.

[Consultant's Signature] _____

[Printed Name]

[Client's Signature] _____

[Printed Name]

****Exhibit A: Description of Services****

[Detailed description of the services to be provided]

****Exhibit B: Compensation Details****

[Detailed fee structure, including rates, billing cycle, etc.]

FOR AND ON BEHALF OF THE FIRST PARTY: FOR AND ON BEHALF OF THE SECOND PARTY:

Name:

Title:

Date:

Name:

Title:

Date: