

January 18, 2025

## **Consulting Agreement**

### **Between:**

behrooz evans  
ZAHAL AND ALMIRIKH MARKETING SERVICES VIA SOCIAL MEDIA  
business bay, dubai

### **And:**

Client test

### **RECITALS:**

WHEREAS, First Party (behrooz evans) is an expert in the field of marketing services and has agreed to provide these services to the Second Party (Client test).

WHEREAS, Second Party desires to avail of the First Party's expertise in marketing services for the benefit of their own business needs.

WHEREAS, Both parties wish to establish a formal agreement outlining the terms and conditions of this relationship.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. CONSULTING SERVICES**

This Consulting Services section details the scope of services, the methodologies to be employed, and the deliverables that the First Party commits to providing. The Services will revolve around the field of

marketing, with a focus on social media, PR, advertising, and general marketing. The First Party is expected to provide these services with the utmost professionalism, using their expertise and industry best practices to deliver results.

The First Party is expected to be available for a minimum of 40 hours per week, during which time they will focus on creating and executing marketing strategies, managing social media accounts, creating marketing content, and performing any other relevant tasks. The First Party also commits to maintaining open lines of communication with the Second Party, providing regular updates, and seeking approval for major decisions.

All marketing services are to be performed in a manner that is compliant with all relevant laws, regulations, and industry standard practices. The Service Provider is also required to maintain all necessary licenses and certifications. Failure to maintain compliance could result in termination of this Agreement. In case of any changes in services or in case of extra services needed, a written amendment signed by both parties will be required.

## **DELIVERABLES**

Deliverables under this Agreement include comprehensive marketing strategies, regular reports detailing marketing performance, and any marketing material created. All deliverables must meet agreed upon deadlines and adhere to the highest standards of quality. Any variations to the deliverables must be approved by the client in a written format.

In case of any delays or inability to meet the agreed upon deliverables, the Service provider must immediately inform the client, providing reasonable justifications for the delay and propose a new timeline for delivering the obligation.

## **2. TERM AND TERMINATION**

This Agreement will commence on the date it is signed by both parties and will continue until terminated in accordance with the termination conditions outlined in this Agreement. Either party may terminate this Agreement with written notice, specifying the reason for termination. Termination reasons may include breach of contract, failure to perform, or other reasonable factors.

Upon termination, the First Party will be compensated for all work completed up to the date of

termination. All work in progress may be handed over to the Second Party or another consultant, as determined by the Second Party. Confidential information must be returned upon termination.

This Agreement may be renewed with the mutual agreement of both parties. Renewal terms will be negotiated and documented in an amendment to this Agreement.

### **3. COMPENSATION**

The First Party will be compensated for their services at a rate of 15000 AED per month. This fee will cover all work performed under this Agreement, including but not limited to creating marketing strategies, managing social media accounts, creating marketing content, and any other tasks directly related to providing the Services.

Payment will be made on a monthly basis, no later than the last business day of each month. The First Party will be responsible for all taxes and fees associated with their compensation.

All marketing expenses will be borne by the First Party, unless otherwise agreed upon in writing.

### **4. INDEPENDENT CONTRACTOR STATUS**

The First Party is an independent contractor, and nothing in this Agreement creates an employer-employee relationship between the First Party and the Second Party. The First Party is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance.

The First Party has the freedom to determine the method, manner, and means by which the Services will be performed. The First Party will not be treated as an employee for the purposes of any Federal, State, or local law, regulation, or ordinance.

The First Party may not act as an agent of the Second Party, and cannot enter into agreements on the Second Party's behalf or create obligations on the part of the Second Party without the prior written consent of the Second Party.

## **5. CONFIDENTIALITY**

The First Party will have access to confidential and proprietary information during the course of their work under this Agreement. The First Party agrees to keep all such information confidential, and not to disclose it to any third party without the written consent of the Second Party.

This confidentiality obligation shall survive the termination of this Agreement. Any violation of this provision may result in immediate termination of this Agreement, and may be subject to legal action.

Confidential information includes, but is not limited to, business plans, customer lists, operation procedures, trade secrets, design formulas and programming codes, know-how and processes, computer programs and inventories, discoveries and improvements of any kind.

## **6. INTELLECTUAL PROPERTY**

Any intellectual property created by the First Party during the course of providing the Services will be the exclusive property of the Second Party. This includes, but is not limited to, all rights in patents, copyrights, trade secrets and other proprietary rights.

The First Party agrees to execute any documents or take any actions necessary to assign these rights to the Second Party. This includes providing the Second Party with any necessary assistance to register or protect their intellectual property rights.

The First Party may not use this intellectual property for any purpose other than providing the Services under this Agreement, without the written consent of the Second Party.

## **7. NON-COMPETITION**

For the duration of this Agreement and for a period of one year after its termination, the First Party agrees not to perform similar services for a direct competitor of the Second Party. This includes any company in the same industry that operates in the same geographic area as the Second Party.

The First Party also agrees not to solicit or approach any employees or clients of the Second Party for the purpose of recruitment or business.

This non-competition clause is in place to protect the business interests of the Second Party, and any violation of this clause may result in legal action.

## **8. GENERAL PROVISIONS**

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

This Agreement shall be governed by the laws of the jurisdiction in which the Second Party operates. Any disputes arising from this Agreement will be resolved through mediation, and if necessary, legally in the jurisdiction in which the Second Party operates.

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**

**behrooz evans:**

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

Name: behrooz evans

Title: Service Provider

Date: January 18, 2025

**Client test:**

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

Name: Client test

Title: Client

Date: January 18, 2025