

CONSULTING AGREEMENT

For engaging a consultant to provide expert advisory services

Contract No.: _____

This Consulting Agreement (the "Agreement") is made on ____ day of _____, 20____ (the "Effective Date"), by and between:

CLIENT

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

CONSULTANT

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

1. Engagement and Services

Client engages Consultant to provide the following advisory and consulting services (the "Services"):

2. Term

This Agreement begins on _____ and continues until _____, unless extended in writing or terminated earlier in accordance with Article 7.

3. Fees and Expenses

3.1 Consultant's fee is \$_____ per _____ (hour/day/month/engagement).

3.2 Retainer (if any): \$_____ payable upon execution of this Agreement.

3.3 Pre-approved, reasonable expenses shall be reimbursed at cost upon submission of receipts.

3.4 Invoices are payable within _____ (____) days of receipt.

4. Deliverables

Consultant shall provide the following deliverables on the schedule indicated:

(a) Deliverable 1: _____ Due:

(b) Deliverable 2: _____ Due:

(c) Deliverable 3: _____ Due:

5. Independent Contractor

Consultant is an independent contractor. Nothing in this Agreement creates an employment, agency, or partnership relationship. Consultant is responsible for all taxes and insurance related to its own activities.

6. Confidentiality and Intellectual Property

6.1 Consultant shall keep confidential all non-public information received from Client and shall not use it except for performing the Services.

6.2 All deliverables and work product created specifically for Client under this Agreement are the property of Client upon full payment. Consultant retains ownership of pre-existing materials and general know-how, and grants Client a non-exclusive, royalty-free license to use such pre-existing materials as embedded in the deliverables.

7. Termination

Either Party may terminate this Agreement upon _____ (____) days' written notice. Client shall pay for Services properly performed and expenses properly incurred through the termination date.

8. Non-Solicitation

During the Term and for _____ (____) months thereafter, neither Party shall solicit for employment any employee of the other Party who was directly involved in this engagement, without prior written consent. General advertising and unsolicited applications are excluded.

9. Limitation of Liability

Consultant’s total liability under this Agreement shall not exceed the fees paid by Client in the ____ (__) months preceding the claim. Neither Party is liable for indirect or consequential damages.

10. Governing Law

This Agreement is governed by the laws of _____. Disputes shall be resolved by _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT	CONSULTANT
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

— END OF AGREEMENT —

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