

CONSULTING AGREEMENT

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This Consulting Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [CLIENT ADDRESS] ("**Client**"); and

[CONSULTANT LEGAL NAME], [a [STATE] [ENTITY TYPE] / an individual] with an address at [CONSULTANT ADDRESS] ("**Consultant**").

Client and Consultant are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Consultant to provide certain advisory and consulting services, and Consultant has the experience and qualifications to provide those services and wishes to do so, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Services

1.1 Engagement. Client engages Consultant, and Consultant accepts the engagement, to provide the consulting services described in this Agreement and in any exhibit or scope description attached or referenced (the "**Services**").

1.2 Description of Services. Consultant will provide the following Services: [DESCRIBE THE SCOPE — advisory areas, expected activities, meetings, reports, and any specific deliverables].

1.3 Standard of performance. Consultant will perform the Services in a professional and workmanlike manner, consistent with generally accepted standards for the relevant field, and devote the time and attention reasonably necessary to perform them.

1.4 Manner of performance. Consultant controls the method, means, and schedule of performing the Services, subject to the deadlines and reasonable requirements described in this Agreement. Consultant will comply with Client's reasonable on-site and security policies when working at Client facilities or on Client systems.

2. Term and Termination

2.1 Term. This Agreement begins on the Effective Date and continues until [END DATE / COMPLETION OF THE SERVICES], unless terminated earlier under this Section (the "**Term**").

2.2 Termination for convenience. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 14] days' prior written notice to the other.

2.3 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches this Agreement and fails to cure the breach within [NUMBER, e.g. 10] days after written notice describing it.

2.4 Effect of termination. On termination, Client will pay Consultant for all Services properly performed and expenses properly incurred through the effective date of termination. Each Party will promptly return or destroy the other Party's Confidential Information as provided in Section 5, and Consultant will deliver any work product for which Client has paid.

3. Compensation and Expenses

3.1 Fees. Client will pay Consultant on the following basis: **[CHOOSE: a flat fee of [AMOUNT]; an hourly rate of [RATE]; a monthly fee of [AMOUNT]; or milestone payments as described in an exhibit]**. Unless stated otherwise, fees are in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

3.2 Invoicing and payment. Consultant will invoice Client **[MONTHLY / ON COMPLETION OF MILESTONES]**, and Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

3.3 Expenses. Client will reimburse Consultant for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services. Consultant will provide receipts or other reasonable documentation on request.

3.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

3.5 Taxes. Consultant is responsible for all taxes on amounts Consultant receives under this Agreement. Client will not withhold taxes from payments to Consultant except as required by law.

4. Independent Contractor Status

4.1 Relationship. Consultant is an independent contractor, not an employee, agent, partner, or joint venturer of Client. Nothing in this Agreement creates an employment or agency relationship.

4.2 No benefits. Consultant is not entitled to any employee benefits from Client, including health insurance, retirement, paid leave, or workers' compensation, and waives any claim to them.

4.3 No authority to bind. Consultant has no authority to enter into contracts or commitments in Client's name or to bind Client, except as Client expressly authorizes in writing.

4.4 Consultant's obligations. Consultant is responsible for its own taxes, insurance, tools, and expenses, and for compliance with laws applicable to an independent contractor. Consultant may use qualified personnel or subcontractors to perform the Services, provided Consultant remains responsible for their work and binds them to confidentiality and IP terms at least as protective as those in this Agreement.

5. Confidentiality

5.1 Definition. "**Confidential Information**" means non-public information Client discloses to Consultant, or that Consultant learns in connection with the Services, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including business plans, financials, customer data, and technical information.

5.2 Obligations. Consultant will use Confidential Information only to perform the Services, protect it with at least reasonable care, and not disclose it to any third party without Client's prior written consent.

5.3 Exclusions. Confidentiality obligations do not apply to information that is or becomes public through no fault of Consultant, was rightfully known to Consultant without restriction before disclosure, is rightfully obtained from a third party without restriction, or is independently developed without use of the Confidential Information.

5.4 **Compelled disclosure.** Consultant may disclose Confidential Information to the extent required by law or court order, provided it gives Client prompt written notice where legally permitted and reasonable cooperation to seek protective treatment.

5.5 **Return.** On Client's request or on termination, Consultant will return or destroy Confidential Information in its possession, except copies retained in routine backups or as required by law, which remain subject to this Section.

6. Ownership of Work Product

6.1 **Work product.** All deliverables, reports, materials, and other work product Consultant creates specifically for Client in performing the Services (the "**Work Product**") are the property of Client. To the extent permitted by law, the Work Product is a "work made for hire."

6.2 **Assignment.** To the extent any Work Product is not a work made for hire, Consultant assigns to Client, on Client's full payment of the fees for the applicable Services, all right, title, and interest in that Work Product, and will sign documents reasonably necessary to perfect that assignment.

6.3 **Pre-existing materials.** Consultant retains ownership of tools, methodologies, know-how, and materials it owned or developed independently of this Agreement ("**Consultant Materials**"). To the extent Consultant Materials are embedded in the Work Product, Consultant grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of the Work Product.

6.4 **Residuals.** Consultant may use the general skills, knowledge, and experience it develops while performing the Services, provided it does not use or disclose Client's Confidential Information.

7. Representations and Warranties

7.1 **Mutual.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach any other agreement binding on it.

7.2 **By Consultant.** Consultant represents that it will perform the Services in compliance with applicable law, that the Work Product will be its original work or properly licensed, and that, to its knowledge, the Work Product as delivered will not infringe the intellectual property rights of any third party.

7.3 **No conflict.** Consultant represents that its performance under this Agreement does not conflict with any obligation it owes to a third party.

8. Indemnification and Limitation of Liability

8.1 **Indemnification by Consultant.** Consultant will defend and indemnify Client against third-party claims arising from Consultant's gross negligence, willful misconduct, or breach of Section 7.2, subject to the limitation in Section 8.3.

8.2 **Indemnification by Client.** Client will defend and indemnify Consultant against third-party claims arising from materials Client provided or Client's use of the Work Product in a manner not contemplated by this Agreement, subject to the limitation in Section 8.3.

8.3 **Limitation of liability.** Except for breaches of confidentiality, indemnification obligations, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable under this Agreement.

9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets.

9.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

CLIENT

CONSULTANT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE / N/A]

Date: _____

Date: _____

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