



## CONSULTING AGREEMENT

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This Consulting Agreement (the "**Agreement**"), is entered into by and between the parties below on \_\_\_\_\_;

ACME Consulting Company, a registered company located at \_\_\_\_\_

\_\_\_\_\_, (hereby referred as the "**Consultant**"), and;

\_\_\_\_\_, whose address is at \_\_\_\_\_

\_\_\_\_\_, (hereby referred as the "**Client**");

WHEREAS, the Client desires to get the services of the Company, detailed below:

**NOW THEREFORE**, for and in consideration of the mutual covenants made by the parties hereto, the Parties to this agreement agree on the terms and conditions below.

# TERMS AND CONDITIONS

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## 1. Scope of the Agreement

The subject of this Agreement is delivering of the services detailed above by the Consultant to the Client for a certain fee. In this context, the scope of the consultancy service to be provided is limited to the issues mentioned above. The scope of this Agreement shall only be expanded or narrowed with the written mutual consent of the parties.

## 2. Principles of Consultancy

- The Consultant shall not claim commercial rights on the works within the scope of the consulting service, and shall not use the products developed during and after the service provided in other places and works on his behalf.
- The Consultant shall act within the framework of the information it will receive from the Client and shall not be held responsible for the adverse outcomes or losses and damages that may occur as a result of providing missing or incorrect information.
- The Consultant shall submit his ideas and suggestions to the Client in writing within the framework of his knowledge and expertise. In the post-delivery process and operation, the Client is completely free to comply with or partially fulfill the information and ideas conveyed, and all kinds of responsibility for these transactions belong to the Client.
- The Consultant shall endeavor to fulfill its obligations under the this Agreement in the best way possible. However, if the service provided is not found adequate and/or correct by the Client, the Consultant accepts, declares and undertakes that it will not demand any material and/or moral compensation under any name and name, except for the termination of the contract.
- The parties shall not transfer their existing rights and obligations arising from this Agreement to third natural and legal persons.

### 3. Financial Provisions

The total service fee to be paid under this Agreement is \_\_\_\_\_ and it will be collected every \_\_\_\_\_ of the month. Payments will be made by \_\_\_\_\_. If the client failed to pay within (5) days after the due date, late charges of \_\_\_\_\_ shall be applied.

### 4. Term

This Agreement enters into force on \_\_\_\_\_ and remains in force for 1 year. If the Client requests to continue receiving consultancy services at the end of this period, the parties may decide to extend the term of this Agreement under the same conditions in writing or sign a new Agreement.

### 5. Termination

The parties may decide that the contract will expire after 30 days.

In the event that the Client desires to terminate this Agreement, the Client shall submit a 30 days written notice to the Consultant. In this case, all debts not yet due under the Agreement become due and payable to the Consultant.

In the event that a law or regulation is passed, the operation or implementation of which would result in the non-execution of the obligation of any of the parties to this Contract, shall automatically result to expiration and be deemed terminated upon the date of its occurrence. In this case, the consultant is not entitled to any receivables after the termination date, and cannot claim compensation.

If the Client does not pay the price or fees to be paid under this Agreement within 15 days, the Consultant reserves the right to suspend its obligations under this Agreement and immediately terminate the Agreement.

## 6. Intellectual Property

The Parties acknowledge that the Client shall hold all rights proprietary in any work product resulting from the Consulting Services including, but not limited to, copyright and patents. The Consultant agrees not to claim any such ownership in any intangible property created insofar as to the services he provided for the Client at any time prior to or after the completion and delivery of work to the said client.

## 7. Confidentiality

The Consultant undertakes for itself and guarantees to keep confidential any information relating to or that was disclosed in preparation of or as required under this Agreement and to prevent the passing on of such information to third parties (the "Confidential Information") other than mandatory notification responsibilities under Law. The Consultant shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party. Accordingly the Consultant shall be obliged to disclose confidential information to the statutory bodies under the law of the land or any other Governmental Regulatory Authorities which shall not be deemed as a breach of confidentiality obligation.

The provisions of this section shall survive the termination of this Agreement for whatever reason.

## 8. Prohibition on Competition

Recognizing that the various items of information are special and unique assets of the Client, the Consultant agrees and covenants that for a period of 2 years following the termination of this Agreement, whether such termination is voluntary or involuntary, the Consultant shall not directly or indirectly engage in any business competitive with the Client.

This covenant shall apply to the geographical area that includes the area within

\_\_\_\_\_. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) soliciting any

customer of Client for the benefit of a third party that is engaged in such business.

In the event of violation of the non-competition obligation hereunder, the Client shall notify in writing the breaching Consultant and request immediate compliance with this Article. In the event of failure to comply within 30 (thirty) days as notified by the Client, the breaching Consultant shall pay a penalty of USD 10,000 (ten thousand US dollars), however the payment of such penalty shall not release Consultant from its obligation to act in compliance with its obligations under this Article.

## 9. Miscellaneous

- **Amendments** - Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.
- **Severability** - Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof.
- **Governing Law and Dispute Resolution** - This Agreement shall be governed by and construed in accordance with the substantive laws of the \_\_\_\_\_. Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally and exclusively settled by the \_\_\_\_\_ Courts and Execution Offices.
- **Notifications** - Any notifications to be sent under this Agreement shall be made in writing and delivered to the addresses indicated in this Agreement. If the address of a party changes and is not notified to the other party, the notification made to the indicated address will have all the legal consequences of a legally valid notification.
- **Entire Agreement** - This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

**IN WITNESS WHEREOF**, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**Consultant**

**Name**

**Date**

**Signature**

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**Client**

**Name**

**Date**

**Signature**

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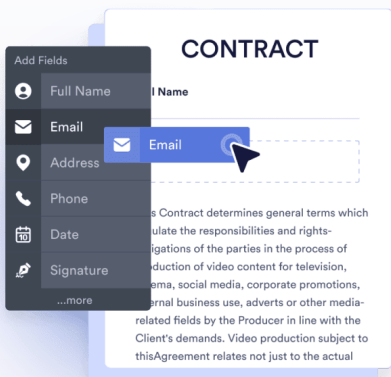


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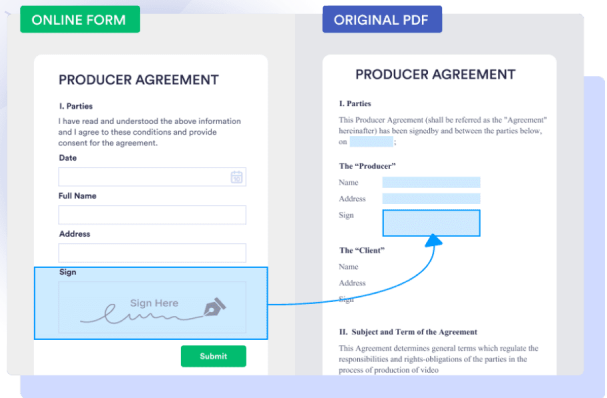
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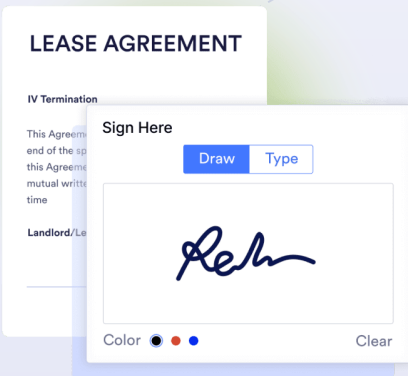
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