

# Professional Consulting Services Agreement

This Professional Consulting Services Agreement ("Agreement") is entered into as of the Effective Date below, between the Consultant and the Client identified below. The parties agree to the terms set out on this page and the Standard Terms that follow.

**Effective Date**

**Consultant**

Name / entity providing the services

**Client**

Name / entity receiving the services

## 1. Scope of Services

The Consultant will perform the following services for the Client (the "Services"), together with any additional services the parties agree to in writing:

## 2. Fees & Invoicing

**Fee Basis / Rate**

**Invoicing Frequency**

**Payment Terms**

Time will be tracked and reported on each invoice. Invoices submitted by email to the Client's designated billing contact are deemed received on the date sent.

## 3. Term & Termination

**Anticipated Completion**

Target date services are complete

This Agreement is effective as of the Effective Date and continues until the Services are complete, unless extended by mutual written agreement. Either party may terminate this Agreement immediately upon written notice. Upon termination, the Client will pay for all Services performed through the effective date of termination.

# Professional Consulting Services Agreement

## 4. Confidentiality

The Consultant will maintain the confidentiality of the Client's financial data and proprietary information and will not disclose it to any third party without the Client's prior written consent, except as required by law. This obligation survives completion or termination of this Agreement.

## 5. Independent Contractor

The Consultant is an independent contractor. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship between the parties. The Consultant is solely responsible for all applicable taxes on compensation received under this Agreement and controls the manner and means by which the Services are performed.

## 6. Governing Law

**Governing Law (State)**

This Agreement is governed by the laws of the State identified above, without regard to its conflict-of-laws rules. Any dispute relating to this Agreement will be resolved in the appropriate state or federal courts located in that State, and each party submits to the jurisdiction of those courts.

## 7. Entire Agreement & Amendments

This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous discussions, understandings, and agreements. It may be amended only by a written amendment signed by both parties. This Agreement may be executed in counterparts, including electronic copies, each of which is deemed an original.

By signing below, each party agrees to this Agreement as of the Effective Date.

CONSULTANT

CLIENT

**Signature**

\_\_\_\_\_

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**Print Name**

**Title**

**Date**