

CONSULTING AGREEMENT

System Implementation and Accounting Advisory Services

This Consulting Agreement (the "Agreement") is entered into as of _____, 20_____, by and between:

Provider: _____, with a principal place of business at _____ ("Consultant"), and

Client: _____, with a principal place of business at _____ ("Client").

1. ENGAGEMENT AND SCOPE OF SERVICES

Client hereby engages Consultant, and Consultant agrees to perform the following system implementation and accounting advisory services (the "Services"):

1. System Implementation:

2. Accounting Advisory:

2. FEES AND PAYMENT TERMS

As consideration for the Services rendered, Client shall pay Consultant as follows:

- **Consulting Fee:** _____ payable on a _____ basis.
- **Invoicing:** Consultant shall invoice Client _____. All invoices are due and payable within _____ days of receipt.
- **Expenses:** Client shall reimburse Consultant for pre-approved, reasonable travel and out-of-pocket expenses incurred in connection with performing the Services.

3. TERM AND TERMINATION

This Agreement shall commence on _____, 20_____, and shall continue until _____, 20_____, unless terminated earlier in accordance with this Section.

Either party may terminate this Agreement at any time, with or without cause, upon _____ days' prior written notice to the other party. In the event of termination, Client shall pay Consultant for all Services performed and expenses incurred up to the effective date of termination.

4. CONFIDENTIALITY

During the term of this Agreement and thereafter, Consultant shall maintain the confidentiality of all proprietary or confidential information of the Client, including but not limited to financial records, business plans, software data, and technical processes disclosed during the engagement.

5. INTELLECTUAL PROPERTY

Upon full and final payment of all fees due under this Agreement, all deliverables, system configurations, and custom reports developed

specifically for the Client under this Agreement shall be the sole property of the Client. Consultant retains ownership of any pre-existing methodologies, tools, and proprietary software used in the performance of the Services.

6. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. Neither party has the authority to bind the other to any third-party obligations.

7. LIMITATION OF LIABILITY

In no event shall either party be liable for any consequential, indirect, incidental, or special damages. Consultant's total liability for any claims arising out of this Agreement shall not exceed the total fees paid by Client to Consultant under this Agreement.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State/Country of _____, without regard to its conflict of laws principles. Any legal action arising hereunder shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, discussions, or representations, whether written or oral. Any amendment to this Agreement must be in writing and signed by both parties.

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

CLIENT:

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

By: _____
Name: _____
Title: _____
Date: _____