

PROFESSIONAL BUSINESS ADVISORY SERVICES AGREEMENT

This Professional Business Advisory Services Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

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

and

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

RECITALS

WHEREAS, Client desires to retain Advisor to perform professional business advisory and consulting services; and

WHEREAS, Advisor possesses the requisite expertise, knowledge, and experience and is willing to provide such services to Client under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Advisor agrees to provide professional business advisory services to the Client as detailed below:

2. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement at any time, without cause, upon _____ days' prior written notice to the other party.
- C. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receipt of written notice thereof.

3. COMPENSATION AND PAYMENT TERMS

- A. **Fees:** In consideration for the services rendered, Client shall pay Advisor a fee of _____ payable on a _____ basis.
- B. **Expenses:** Client shall reimburse Advisor for all reasonable, pre-approved out-of-pocket expenses incurred in connection with performing the services. Advisor shall provide receipts or other documentation for all such expenses.
- C. **Invoicing:** Advisor shall invoice Client _____. Invoices are due and payable within _____ days from the invoice date.

4. CONFIDENTIALITY

Advisor agrees to keep confidential all non-public, proprietary, or sensitive information disclosed by Client during the term of this

Agreement. Advisor shall not disclose such information to any third party without Client's prior written consent, except as required by law. This obligation shall survive the expiration or termination of this Agreement.

5. INTELLECTUAL PROPERTY

All reports, templates, strategies, and other deliverables created by Advisor specifically for Client under this Agreement shall become the property of Client upon full payment of all fees due. Advisor retains all rights, title, and interest in its pre-existing methodologies, tools, and intellectual property used in performing the services.

6. INDEPENDENT CONTRACTOR STATUS

The relationship of Advisor to Client is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Advisor's total liability for any claims, losses, damages, or expenses arising out of this Agreement shall be limited to the total fees paid by Client to Advisor under this Agreement during the _____ months preceding the event giving rise to liability.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. Any disputes arising under or in connection with this Agreement shall be resolved through binding arbitration in _____, in accordance with the rules of the American Arbitration Association.

9. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Professional Business Advisory Services Agreement as of the Effective Date.

ADVISOR:

CLIENT:

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____