

STRATEGIC BUSINESS ADVISORY AGREEMENT

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

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client"),

and

Advisor: _____, with a principal place of business at _____ (hereinafter referred to as the "Advisor").

WHEREAS, the Client desires to retain the Advisor to perform strategic business advisory services, and the Advisor agrees to perform such services under the terms and conditions set forth in this Agreement.

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

1. SERVICES

The Advisor agrees to provide strategic advisory services to the Client, which shall include, but are not limited to, the following:

2. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on _____ and shall continue in full force until _____, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement at any time, without cause, by providing _____ days 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 or condition of this Agreement and fails to cure such breach within _____ days of receipt of written notice thereof.

3. COMPENSATION AND PAYMENT TERMS

- A. **Advisory Fee:** The Client agrees to pay the Advisor a fee of _____ per _____ for the services rendered under this Agreement.
- B. **Invoicing:** The Advisor shall invoice the Client _____, and invoices shall be payable within _____ days from the date of the invoice.
- C. **Expenses:** The Client shall reimburse the Advisor for all reasonable and pre-approved out-of-pocket expenses incurred by the Advisor in connection with the performance of the services.

4. CONFIDENTIALITY

During the term of this Agreement and thereafter, the Advisor agrees to hold in confidence and not disclose to any third party, without the prior written consent of the Client, any proprietary or confidential information of the Client. Confidential information includes, but is not limited to, business plans, financial data, customer lists, and marketing strategies.

5. INTELLECTUAL PROPERTY

All reports, presentations, strategies, and other materials prepared by the Advisor specifically for the Client under this Agreement shall be the sole and exclusive property of the Client upon full payment of all fees due to the Advisor.

6. INDEPENDENT CONTRACTOR STATUS

The Advisor is an independent contractor and is not an employee, agent, partner, or joint venturer of the Client. Neither party has the authority to bind the other or incur obligations on the other's behalf.

7. LIMITATION OF LIABILITY

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

8. GOVERNING LAW AND JURISDICTION

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

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

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

FOR THE CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR THE ADVISOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____