

MASTER AGREEMENT FOR BUSINESS ADVISORY SERVICES

This Master Agreement for Business Advisory Services (the "Agreement") is entered into as of _____, 20____, by and between:

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

and

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

1. SCOPE OF SERVICES

The Advisor agrees to provide business advisory and consulting services to the Client as described in one or more Statements of Work (each, an "SOW") executed by both parties. Each SOW shall reference this Agreement and be subject to all the terms and conditions contained herein. In the event of any conflict between the terms of this Agreement and an SOW, the terms of this Agreement shall govern unless explicitly stated otherwise in the SOW.

2. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the date first written above and shall continue until terminated by either party in accordance with this Section.
2. **Termination for Convenience:** Either party may terminate this Agreement or any individual SOW at any time, with or without cause, upon _____ days' prior written notice to the other party.
3. **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 after receipt of written notice detailing the breach.

3. FEES AND PAYMENT TERMS

1. **Fees:** The Client shall pay the Advisor fees in the amounts and on the schedule set forth in the applicable SOW.
2. **Expenses:** The Client shall reimburse the Advisor for all reasonable, pre-approved out-of-pocket expenses incurred by the Advisor in connection with performing the Services.
3. **Payment Terms:** All invoices are payable within _____ days from the date of the invoice. Overdue payments shall accrue interest at a rate of _____% per month or the maximum rate permitted by law, whichever is lower.

4. CONFIDENTIALITY

During the term of this Agreement and thereafter, each party shall maintain the strict confidentiality of all proprietary or confidential information received from the other party. Neither party shall disclose or use such confidential information for any purpose other than to perform its obligations under this Agreement, except as required by law.

5. INTELLECTUAL PROPERTY

Except as otherwise agreed in an SOW, all reports, presentations, strategies, and other deliverables prepared specifically for the

Client under this Agreement shall become the sole property of the Client upon payment in full of all fees owed to the Advisor. The Advisor retains all rights, title, and interest in and to its pre-existing methodologies, templates, tools, and general knowledge used in the performance of the Services.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, punitive, or consequential damages arising out of or in connection with this Agreement. The Advisor's total liability for any claims arising under this Agreement shall not exceed the total amount of fees actually paid by the Client to the Advisor under the specific SOW giving rise to the liability.

7. 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 or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

8. MISCELLANEOUS

1. **Entire Agreement:** This Agreement and any associated SOWs constitute the entire understanding between the parties and supersede all prior discussions, agreements, or representations.
2. **Amendments:** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both parties.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

For Advisor:

For Client:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____