

BUSINESS ADVISORY SERVICES AGREEMENT

This Business Advisory Services Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), 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 business advisory and consulting services, and the Advisor agrees to perform such services under the terms and conditions set forth herein.

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

1. SCOPE OF SERVICES

The Advisor shall provide the following business advisory services (the "Services"):

2. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier by either party. Either party may terminate this Agreement at any time, with or without cause, upon _____ days' written notice to the other party.

3. COMPENSATION AND PAYMENT

In consideration for the Services rendered, the Client shall pay the Advisor as follows:

- a. **Advisory Fee:** The Client shall pay the Advisor a fee of \$_____ per _____.
- b. **Invoicing:** Invoices shall be submitted by the Advisor on a _____ basis, and payment shall be due within _____ days from the receipt of the invoice.
- c. **Expenses:** The Client shall reimburse the Advisor for reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the Services.

4. CONFIDENTIALITY

During the term of this Agreement and thereafter, the Advisor agrees to keep confidential and not disclose to any third party any proprietary or confidential information of the Client, including but not limited to business plans, financial data, customer lists, and trade secrets, without the prior written consent of the Client.

5. INDEPENDENT CONTRACTOR

The Advisor is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. The Advisor shall be solely responsible for all tax obligations arising

from compensation received under this Agreement.

6. GOVERNING LAW

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.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings, 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 Business Advisory Services Agreement as of the Effective Date.

FOR THE CLIENT:

SIGNATURE

PRINTED NAME

TITLE

DATE

FOR THE ADVISOR:

SIGNATURE

PRINTED NAME

TITLE

DATE