

BUSINESS ADVISORY SERVICES AGREEMENT

This Business Advisory Services Agreement (the "Agreement") is entered into as of this _____ day 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. ENGAGEMENT AND SERVICES

The Client hereby engages the Advisor, and the Advisor hereby accepts such engagement, to perform business advisory and consulting services as described below:

2. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue until _____, unless terminated earlier by either party providing _____ days written notice to the other party.

3. COMPENSATION

In consideration for the services provided by the Advisor, the Client shall pay the Advisor as follows:

Fees: _____

Payment Schedule: _____

4. CONFIDENTIALITY

The Advisor agrees to hold in strict confidence all information, data, and materials disclosed by the Client that are designated as confidential or which by their nature should reasonably be understood to be confidential. This obligation shall survive the expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR STATUS

The Advisor is an independent contractor and not an employee, partner, or agent of the Client. The Advisor shall have no authority to bind the Client or incur obligations on the Client's behalf.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or

in connection with this Agreement. The Advisor's total liability under this Agreement shall not exceed the total fees paid by the Client to the Advisor.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

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

For the Client:

For the Advisor:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date