

CORPORATE ADVISORY SERVICES AGREEMENT

This Corporate Advisory Services Agreement (the "Agreement") is entered into as of _____, by and between:

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

and

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

RECITALS

WHEREAS, the Client desires to retain the Advisor to perform professional corporate 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 promises contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall provide the following business advisory services to the Client:

2. TERM AND TERMINATION

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

3. COMPENSATION AND PAYMENT TERMS

- a. **Advisory Fee:** In consideration for the services rendered, the Client shall pay the Advisor a fee of _____ per _____.
- b. **Payment Schedule:** Payments shall be made within _____ days of receipt of an invoice from the Advisor.
- c. **Expenses:** The Client shall reimburse the Advisor for all reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the services.

4. CONFIDENTIALITY

The Advisor agrees to hold in strict confidence all non-public, proprietary, or confidential information provided by the Client during the course of this engagement. This obligation shall survive the termination or expiration of this Agreement.

5. INTELLECTUAL PROPERTY

All deliverables, reports, plans, and materials developed by the Advisor specifically for the Client under this Agreement shall become the sole and exclusive property of the Client upon full payment of all fees owed to the Advisor.

6. INDEPENDENT CONTRACTOR

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

7. LIMITATION OF LIABILITY

The Advisor's liability to the Client for any claims arising out of or related to this Agreement shall be limited to the total amount of fees paid to the Advisor under this Agreement.

8. GOVERNING LAW

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

9. ENTIRE AGREEMENT

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

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

CLIENT:

ADVISOR:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____