

Comprehensive Advisory Consulting Agreement

This Consulting Agreement ("Agreement") is made as of [Date], by and between:

Client: [Client Name], with its principal place of business at [Client Address].

Consultant: [Consultant Name], with its principal place of business at [Consultant Address].

1. Scope of Services

The Consultant agrees to provide the Advisory and Consulting Services ("Services") as described in **Exhibit A** attached hereto and incorporated by reference.

2. Term

This Agreement commences on [Start Date] and continues until [End Date] unless terminated earlier as provided herein.

3. Compensation and Payment

- Fee Structure: [Enter Fee Structure, e.g., flat rate, hourly, or per milestone].
- Payment Terms: [e.g., 30 days upon receipt of invoice].
- Expenses: [Specify if reimbursable and process].

4. Confidentiality

Both parties shall maintain strict confidentiality regarding any proprietary or confidential information exchanged in the course of performing this Agreement.

5. Intellectual Property

Ownership and use of any work product, deliverable, or intellectual property arising from this Agreement shall be as outlined in **Exhibit B**.

6. Warranties and Representations

Each party represents it has full authority to enter into this Agreement and will comply with all applicable laws and regulations.

7. Independent Contractor Status

Consultant agrees to act as an independent contractor and not as an employee or agent of the Client.

8. Termination

Either party may terminate this Agreement with [Number] days written notice. Upon termination, Consultant shall be compensated for Services performed up to the termination date.

9. Limitation of Liability

Except for breaches of confidentiality or intentional misconduct, neither party shall be liable for any indirect, special, or consequential damages.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, written or oral.

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

[Consultant Name]
Consultant

[Client Name]
Client

Exhibit A: Description of Services

[Detailed description of services to be provided]

Exhibit B: Ownership of Intellectual Property

[Detailed terms regarding intellectual property ownership and rights]