



[Signer.Company]
[Signer.StreetAddress]
[Signer.City], [Signer.State] [Signer.PostalCode]
[Signer.Country]

Consulting Agreement

This overview summarizes the Consulting Agreement (Agreement) between **[Signer.Company]** (Company) and **[Consultant.Company]** ([Consultant.FirstName] [Consultant.LastName]) (Consultant).

The Consultant is willing to be engaged by the Company on the terms and conditions detailed here. A significant portion of the Company's business and assets are comprised of proprietary and confidential information, as defined below, which the Company wishes to preserve and protect.

Therefore in consideration of the above and of the terms and conditions set below, and for other good and valuable considerations, receipt of which is hereby acknowledged, the Company and the Consultant mutually agree to the following articles:

1. Consulting Services: The Company hereby retains the Consultant to render the following services:

[Consultant.Services]

The manner and means by which the Consultant chooses to complete the Services are on mutually agreed terms. The Consultant's obligations shall be conditioned upon receiving such information and cooperation from the Company as is reasonably necessary to perform services.

Should the Consultant, in their sole discretion, deem it necessary to employ assistants/personnel to aid the Consultant in the performance of the Services, the parties agree that the Company will not direct, supervise, or control in any way such assistants to the Consultant in their performance of Services. Consultant shall solely be responsible for their salary, compensation, statutory requirement, employment benefits, etc. Under all circumstances, the Consultant shall be responsible for the acts of omission or commission or misrepresentation, negligence in the performance of its personnel, delay in timeliness, accuracy, and completeness of Services.

The Consultant accepts the engagement to render the Services and undertakes that they shall:

(i) meet eligibility criteria for working from [Consultant.Country] or their locality; comply with status and norms referred to in their relevant [Consultant.Country] or locality work permit and must cease working when no longer meeting [Consultant.Country] or locality work permit criteria.

(ii) exercise the best care, skill, and professional diligence in the performance of the Services;

(iii) render the Services per good business practices, the applicable laws, and local customs of the jurisdiction where such Services are provided;

(iv) render timely Services to the Company, as per the timelines which may be agreed to by the Parties from time to time;

(v) devote much of their time and effort necessary to perform the Services and discharge their duties hereunder;

(vi) perform their Services primarily at [Consultant.StreetAddress], [Consultant.City], [Consultant.State] [Consultant.PostalCode] [Consultant.Country] and/or at such other locations as may be required for the performance of the Services;

(vii) coordinate with the Company and report their progress periodically.

If the Parties agree to vary or increase the scope of the Services and/or the Consultant is required to perform any additional work, the consideration for such additional services shall be pre-agreed between the Parties and invoiced separately.

2. **Services Not Performed By The Consultant:** Although Consultant may comment on Company's legal documents, financial statements, or other documentation over the course of performing the Services, Company acknowledges that the Consultant is not an attorney, nor is the Consultant providing auditing or accounting services or opining on representations made in any financial statements. The Company further acknowledges that the consultant should consult with their own legal, auditing, and accounting advisors regarding any matters requiring legal, auditing, or accounting advice.

3. **Relationship Of Parties:** This Agreement shall not constitute an employer-employee relationship, and each party intends that Consultant shall at all times be an independent contractor and nothing in this Agreement is intended or should be construed to create a partnership, agency, joint venture, or

employment relationship. The Consultant is not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested or authorized in writing to do so.

4. **Terms:** Unless terminated earlier per Section 6, the terms of this Agreement will commence from [Consultant.Start] and will remain in effect for a period not to exceed [term.number.word] ([term.number]) months (Term). Upon the completion of the Term, subject to mutual agreement between the Parties, Company may further extend the Agreement for further periods as the Parties may mutually decide in writing, provided that in the absence of any written agreement between the Parties to extend the Term of this Agreement, this Agreement shall automatically stand terminated upon expiry of the Term.

5. **Compensation:** Company will pay the Consultant the gross annualized sum of [Consultant.Fee] [Consultant.Currency] for services provided. The Parties agree that the Fee shall be a lump sum fee inclusive of all expenses incurred by the Consultant or their personnel (such as meals, lodging, travel expenses, etc.) to Services' performance.

Subject to the above, the Consultant is only entitled to the payment of or the reimbursement for all extraordinary expenses, namely, payments to any vendor, service provider, third party fees, off-site traveling costs, statutory fees payable to any government authority which are related to the Service and pre-approved in writing by the authorized representative of the Company.

The Consultant shall submit to the Company the monthly invoices not later than the 7th of each month for the immediately preceding month ("Invoice"), which the Company shall clear the invoice within 30 (thirty) days of its receipt.

Upon receipt of any payments under this Agreement, the Consultant shall forthwith issue a duly signed receipt to the Company as evidence of the Consultant having received the payment. In making the above payments, the Company and the Consultant shall comply with the applicable laws in force when affecting the payment.

The Consultant is solely responsible for filing on a timely basis, tax returns and payments required to be filed with, or made to, any tax authority concerning the Services' performance and receipt of Fees under this Agreement. All payments, including payment of Fee, under this Agreement, shall be made by the Company according to statutory deductions of taxes to be deducted at source, as may be applicable.

6. **Disclosure of Information:** The Consultant agrees that at no time (either during or after the Term of this Agreement) will they disclose or use—except in the explicitly Company authorized pursuit of the

business of the Company, any proprietary and confidential information or that of any subsidiary or affiliate. The term "proprietary and confidential information" shall mean—but is not limited to—all information which is known or intended to be known only to the Company, its subsidiaries and affiliates, and their employees. This includes any documents, records, financial or other internal information regarding Company or others in a relationship with the Company, and further relates to specific business matters such as financial information, the identity of clients and patients, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other internal details relating to the Company, its subsidiaries and affiliates, and employees.

The Consultant agrees to return or destroy, immediately upon the Consultant's Services' termination, all documentation, internal information relating to the "proprietary and confidential information" of the Company and its associates—and to provide a certificate of destruction as required.

Notwithstanding, the restrictions contained in this Section 6 shall not apply to any proprietary and confidential information that 1. is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), 2. is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or 3. is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed. Provided that the disclosing party shall, before making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

The Consultant shall not disclose, at any time to any person who is not employed, part of, or associated with the Company; or use for any purpose that is not within the scope of their Services, any Confidential Information, except per any written exception made by a duly authorized officer of the Company. Disclosures to the persons employed or engaged by the Company or those who are a part of or associated with the Company shall be made on a 'need to know basis.'

7. Proprietary and Confidential Information of Others: Consultant acknowledges that the Company does business with clients that supply the Company with confidential information. The Company has contractual obligations to preserve the confidential nature of such information. Consultant agrees to treat any information received from the Company's clients as confidential as the Proprietary and Confidential Information of the Company.

8. Remedies: In addition to any other remedies, which the Company may have by this Agreement, the Consultant agrees that if a breach of the confidentiality provisions of this Agreement occurs or is threatened, the Company shall be entitled to obtain an injunction against the Consultant from a court of competent jurisdiction.

9. Termination:

The Company shall be entitled to terminate this Agreement, at any time without notice in any of the following circumstances:

- (i) If the Consultant disobeys a material lawful direction or instruction of the Company;
- (ii) If the Consultant engages in serious misconduct, dishonesty or conflict of interest which in the sole discretion of the Company constitutes gross negligence, and/or willful misconduct;
- (iii) If the Consultant commits a material breach of their obligations and/or covenants agreed under this Agreement and fails to remedy such material breach within fifteen (15) days after receiving written notice thereof from the Company;
- (iv) If the Consultant fails to perform the Services within the agreed timelines or otherwise;
- (v) If the Consultant becomes insolvent or subject to an insolvency proceeding; (vi) If the Consultant is found guilty by a court of an indictable criminal offense; and
- (vii) For any other facts or circumstances that would constitute a just cause under any applicable law or common law.

This Agreement shall stand expired or terminated at the expiry or end of the Term as mentioned hereinabove unless renewed by the Parties in writing. Notwithstanding the above, Either party may terminate this agreement, with or without cause, upon 30 (thirty) days advance in a written notice to the other, unless otherwise mutually agreed upon.

In the event of the termination or expiration of this Agreement,

- (i) the Consultant shall fulfill all their obligations of the Services to be rendered by it under this Agreement, which may be pending until the date of such termination or expiration to the Company's satisfaction.
- (ii) the Company shall pay the Consultant all outstanding dues payable to him under this Agreement except in the event of termination of this Agreement according to clauses (i) to (iv) hereinabove.

All Confidential Information, records, or documentation received or prepared by the Consultant in connection with the Services' performance shall be the Company's exclusive property and shall be returned by the Consultant forthwith upon the termination of this Agreement.

10. Limitation Of Liability: Company shall not be liable to the Consultant and/or the third party for any special, incidental, exemplary, or indirect damages or any economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.

11. Indemnification of Consultant: Consultant shall defend, indemnify, and hold harmless the Company and its directors, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of Services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. The Company reserves the right to retain whatever funds/ amounts due to Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

12. Non-Competition and Non-Solicitation: The Consultant will neither

(i) directly or indirectly engage, as an employee, owner, consultant, or otherwise, in activities that are competitive with the Company; nor

(ii) except with the prior written approval of the Company, (i) encourage or solicit any employee of the Company to leave the Company for any reason, (ii) hire or engage any person who was an employee of the Company until six months after such individual's employment relationship with the Company has been terminated or (iii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company to cease doing business with the Company, or (iv) in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and the Company, on the other hand.

13. Amendments: this Agreement may be amended only in writing and signed by both parties.

14. Independent Consultant - No Agency: the parties agree that at all times during the term of this Agreement, the Consultant will continue to be an independent consultant and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of the Company. Neither party has the authority to bind the other or to incur any liability on behalf of the other or direct

the other's employees. Nothing in this Agreement shall be interpreted or construed as creating or establishing the employer and employee relationship between the Company and the Consultant or any employee or agent of the Consultant. The Consultant shall retain the right to perform services for others during the Term of this Agreement.

15. **Miscellaneous:** No waiver by the Company of any particular breach of this Agreement by the Consultant shall be considered a waiver of any other breach.

Should any litigation be commenced between the Company and the Consultant relating to any such breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, reasonable costs and attorney's fees relating to such litigation.

If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

[Signer.Country]'s laws shall govern this Agreement and the courts at [Signer.State] shall have the exclusive jurisdiction to decide all matters arising out of this Agreement.

Agreed & Accepted

This overview contains the entire agreement between the Company and Consultant parties. The parties have executed this Agreement as of [Date.Today].

[Signer.FirstName] [Signer.LastName]

[Signer.Title]

[Signer.Company]

[Consultant.FirstName] [Consultant.LastName]

[Consultant.Title]

[Consultant.Company]