

FINANCIAL ADVISOR CONSULTANT AGREEMENT

This **Financial Advisor Consultant Agreement (the “Agreement”)** is made and entered into on [DATE] (**the “Effective Date”**), by and between [COMPANY NAME], a [STATE] corporation with its principal place of business at [ADDRESS] (**the “Company”**) and [CONSULTANT NAME], an individual with an address at [ADDRESS] (**the “Consultant”**).

RECITALS

WHEREAS, the Company desires to engage the Consultant to provide financial advisory services to the Company, and the Consultant is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services.

The Consultant agrees to provide financial advisory services to the Company, including but not limited to: (enter services required)

2. Engagement of Services.

Company hereby engages Consultant to provide financial advisory services to Company's clients and to assist in the development and implementation of investment strategies, on an as-needed basis. Consultant agrees to provide such services to the best of their ability and in a professional and timely manner.

3. Term and Termination.

This Agreement shall commence upon the Effective Date, as stated above, or on the ___ of _____ 20 ___ and will continue until ___ of _____ 20 ___ unless terminated with written notification of at least ___ days' notice.

(a) Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any material term or condition of this Agreement.

(b) Upon termination of this Agreement, the Consultant shall immediately cease providing services to the Company.

4. Compensation.

In consideration for the services provided by the Consultant under this Agreement, the Company shall pay the Consultant a fee of [DOLLAR AMOUNT]: (select one)

- Weekly

- Bi-Weekly

- Monthly

- Other: _____.

(the "Fee"). The Fee shall be payable

- \$_____/hour.

- \$_____ Per Job completed.

Commission of ____% based on _____.

- Other. _____.

5. Confidentiality.

The Consultant acknowledges that in the course of providing services to the Company, the Consultant may have access to confidential and proprietary information of the Company. The Consultant agrees to maintain the confidentiality of such information and not to disclose such information to any third party without the Company's prior written consent.

6. Independent Contractor Status.

The Consultant shall be an independent contractor and not an employee, partner, or agent of the Company. The Consultant shall be solely responsible for payment of all taxes, including but not limited to federal, state, and local income taxes, self-employment taxes, and any other taxes that may be required by law.

7. Non-Solicitation.

Consultant agrees that during the term of this Agreement and for a period of [Insert Time Period] following the termination of this Agreement, Consultant will not directly or indirectly solicit or attempt to solicit any of Company's clients or customers for any purpose.

8. Indemnification.

Consultant agrees to indemnify and hold harmless Company, its officers, directors, employees, and agents from any and all claims, damages, losses, expenses, or liabilities arising out of or in connection with the services provided by Consultant under this Agreement.

9. Insurance

Consultant shall maintain professional liability insurance, with a minimum coverage of [Insert Amount] per occurrence and [Insert Amount] aggregate.

10. Compliance with Laws

Consultant shall comply with all applicable laws and regulations in the performance of services under this Agreement.

11. Ownership of Data

Company shall own all data and reports created or obtained by Consultant in connection with the services provided under this Agreement.

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including without limitation, acts of God, acts of government, war, riot, terrorist acts, or natural disasters.

13. Notice.

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, by email, or by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may designate in writing.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State of Governing Law]. Any disputes arising under this Agreement shall be resolved in accordance with the dispute resolution provisions set forth in Section 9.

15. Dispute Resolution.

Any dispute arising under or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in [Insert City of Arbitration]. The decision of the arbitrator shall be final and binding on the parties.

16. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings between the parties. This Agreement may not be modified or amended except in writing signed by both parties.

Signature of Consultant _____ **Date** _____

Name in print _____

Signature of Company Representative _____ **Date** _____

Name in print _____