Sample Consulting Contract

This Agreement is made this -- day of -------, 20--, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Client"), having its principal place of business at 4595 MacDonald Drive, Burnaby, B.C. and BizTech Inc. ("BizTech Inc."), having its principal place of business at 10517-A Juniper Way, Delta, B.C.

In consideration of abc to perform support services for Client, it is agreed as follows:

**1. Compensation and Term**

Client hereby retains abc., abc Inc. hereby agrees to perform the following services: Consulting services of BizTech Inc. as required by Client, through December 31, 20--. Abc Inc. will at various times perform services at Client's headquarters, at other Client facilities, or at abc Inc. facilities, as directed by Client. abc. will perform the services at various times and for various durations as directed by Client.

The following fees shall apply:

$X per hour for services

Reasonable and necessary business and travel expenses actually incurred by abc. shall be reimbursed by Client upon submission of expense reports with backup documentation. All such expenses and all travel plans must be approved in advance by Client.

BizTech Inc. shall provide detailed invoices and shall maintain and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within thirty days of invoice. If abc. brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least 21 days written notice to the other party.

**2. Warranties**

BizTech Inc. represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a [professional](https://www.thebalancesmb.com/how-to-be-professional-2948360), competent, and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws. Client shall provide requisite training for additional products or services required by this Agreement which are not within BizTech Inc.'s area of expertise.

**3. Independent Contractor**

abc Inc. acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. abc Inc. shall not enter into any contract or commitment on behalf of Client. abc Inc. further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**4. Confidentiality**

abc Inc. recognizes and acknowledges that this Agreement creates a confidential relationship between abc Inc. and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information." Abc Inc. agrees to follow Client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

**5. Nondisclosure**

abc Inc. agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. abc Inc. further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**6. Grant**

abc Inc. agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to abc Inc. under this Agreement shall not affect Client's exclusive ownership of the work product.

**7. Office Rules**

BizTech Inc. shall comply with all office rules and regulations, including security requirements, when on Client premises.

**8. Conflict of Interest**

BizTech Inc. shall not offer or give a gratuity of any type to any Client employee or agent.

**9. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia.

**10. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

**IN WITNESS WHEREOF,**

Client and abc Inc. have duly executed this Agreement as of the day and year first above written.

abc Inc.      Client Company, Inc.

By:              By:

Name:           Name:

Title:             Title:

Date:            Date: