

Fanta5 Consulting LLC CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into effective as of [Effective Date], by and between Fanta5 Consulting LLC, a Michigan limited liability company ("Consultant"), and [Client Name], ("Client").

1. Services Consultant agrees to provide consulting services to Client as described in Exhibit A attached hereto (the "Services"). Consultant shall perform Services with reasonable skill, care, and diligence.

2. Compensation Client agrees to pay Consultant as outlined in Exhibit B. Payment terms shall be net 30 days upon receipt of Consultant's invoice. Payments shall be made in USD unless otherwise specified.

3. Independent Contractor Consultant shall perform Services as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority to legally bind Client.

4. Confidentiality Both parties agree to maintain confidentiality regarding any proprietary or confidential information exchanged. Confidential information shall not be disclosed to third parties without written consent from the disclosing party.

5. Intellectual Property Consultant retains ownership of all intellectual property and methodologies used or developed in connection with providing Services. Client shall have a non-exclusive license to use materials provided by Consultant solely for internal business purposes.

6. Compliance and Taxes Both parties agree to comply with all applicable United States laws and regulations, including but not limited to tax, import/export, sanctions, anti-corruption, and data privacy laws. Client shall be responsible for any applicable local, national, or international taxes, duties, tariffs, and withholding taxes.

7. Data Privacy Both parties agree to handle all personal data exchanged in connection with this Agreement in compliance with applicable United States data privacy laws and regulations.

8. Limitation of Liability In no event shall Consultant's liability exceed the total fees paid by Client under this Agreement. Consultant shall not be liable for indirect, incidental, or consequential damages.

9. Force Majeure Neither party shall be liable for delays or failure in performance resulting from events beyond their reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, pandemics, government regulations, or similar events.

10. Assignment Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party, except that Consultant may assign this Agreement to an affiliated entity without consent.

11. Non-Solicitation During the term of this Agreement and for one (1) year following its termination, Client agrees not to solicit, hire, or engage any employee or subcontractor of Consultant without Consultant's prior written consent.

12. Expenses Client agrees to reimburse Consultant for reasonable travel, accommodation, and incidental expenses incurred while performing Services, as detailed in Exhibit B.

13. Notices All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered personally, emailed with confirmation of receipt, or sent by registered mail, return receipt requested, addressed to the respective addresses indicated in this Agreement or as subsequently notified in writing.

14. Term and Termination This Agreement commences on the Effective Date and continues until completion of Services or until terminated by either party with thirty (30) days written notice. Upon termination, Client shall compensate Consultant for Services performed up to the termination date.

15. Indemnification Client agrees to indemnify and hold harmless Consultant from any claims, damages, liabilities, or expenses arising from Client's breach of this Agreement or misuse of Consultant's recommendations.

16. Binding Arbitration In the event of any dispute arising from or relating to this Agreement, the parties agree to resolve such dispute exclusively through binding arbitration conducted by a mutually agreed-upon arbitrator in the State of Michigan, USA. The arbitrator's decision shall be final, binding on both parties, and enforceable under applicable law.

17. Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan and the applicable laws of the United States of America.

18. Entire Agreement This Agreement, including Exhibits A and B, constitutes the entire understanding between the parties. Amendments must be in writing and signed by both parties.

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

Fanta5 Consulting LLC

By: _____

Name: Joseph Fanta

Title: Principal Consultant

Date: _____

[Client Name]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A Scope of Services

[Detailed description of consulting services provided.]

Exhibit B Compensation and Payment Terms

[Detailed description of fees, billing rates, payment milestones, and expense reimbursements.]