

FLORIDA CONSULTING AGREEMENT

Governed by Florida Common Law, Fla. Stat. §§ 440, 443, 542.335, 688

1. PARTIES

This Consulting Agreement ("Agreement") is entered into as of:

Client:

Address:

Consultant:

Address:

In consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Client hereby engages the Consultant as an independent contractor on the following terms:

2. TERM

Commences: Terminates upon:

3. SERVICES PROVIDED

4. CONSULTING FEE

The Client shall compensate the Consultant as follows (check one):

Flat Fee: \$ payable:

Hourly Rate: \$ /hr; invoiced:

Milestone-Based: per Exhibit A attached hereto.

Invoices are due within 30 days of receipt. Disputes must be communicated in writing within 30 days of invoice receipt.

5. EXPENSES

The Consultant is responsible for all expenses incurred in performing services under this Agreement unless the Client pre-approves specific expenses in writing. Approved expenses must be submitted with receipts for reimbursement.

6. INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor, not an employee, agent, or partner of the Client. The Consultant controls the manner and means of performance; the Client controls only results. The Consultant receives no employee benefits and is solely responsible for all taxes. The Consultant is not entitled to Florida unemployment benefits (Fla. Stat. § 443) or workers' compensation (Fla. Stat. § 440) through the Client. The Consultant may serve other clients provided no conflict exists with this Agreement.

7. CONFIDENTIALITY

The Consultant shall maintain all Client information strictly confidential for years after termination.

Any use or disclosure of Client trade secrets in violation of this Agreement entitles the Client to monetary and equitable relief, including damages and attorneys' fees, under the Florida Uniform Trade Secrets Act, Fla. Stat. § 688.

8. INTELLECTUAL PROPERTY

All deliverables are "works made for hire," and all right, title, and interest — including all IP rights — vest in the Client upon full payment. To the extent any deliverable does not qualify as a work made for hire, the Consultant

irrevocably assigns all such rights to the Client. The Consultant retains all Background IP (pre-existing tools and methodologies) and grants Client a non-exclusive, royalty-free license to use any Background IP incorporated into deliverables.

9. NON-SOLICITATION / NON-COMPETE [Optional]

If initialed below, to protect legitimate business interests per Fla. Stat. § 542.335, during the term and for

months within

the Consultant shall not solicit any Client customer or induce any Client employee or contractor to leave. Client initials: _____ Consultant initials: _____

10. FAILURE TO PROVIDE SERVICES

If the Consultant becomes unable to perform services by reason of illness, disability, or death (verified by a licensed Florida physician), compensation ceases upon such event and this Agreement terminates without further obligation except for fees already earned.

11. INDEMNIFICATION

The Consultant shall indemnify, defend, and hold harmless the Client and its officers, directors, employees, and agents from all third-party claims, damages, and expenses (including attorneys' fees) arising from the Consultant's performance, any breach of this Agreement, or any IP infringement caused by a deliverable.

12. ASSIGNMENT

Neither party may assign this Agreement without the prior express written consent of the other party. Any purported assignment without such consent shall be null and void.

13. TERMINATION FOR CONVENIENCE [Optional]

Either party may terminate without cause upon days' written notice to the other party.

Client pays all fees earned through the termination date.

14. PROFESSIONAL LIABILITY INSURANCE [Optional]

Consultant shall maintain E&O insurance at no less than \$ per occurrence.

Consultant shall provide Client a certificate of insurance upon request.

15. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and understandings and may be amended only by a written instrument signed by both parties.

17. GOVERNING LAW & VENUE [Optional]

This Agreement is governed by Florida law. Disputes shall be resolved in

County, Florida courts. Both parties consent to that jurisdiction.

18. EXECUTION

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

CLIENT:

Signature: Date:

Print Name:

CONSULTANT:

Signature: Date:

Print Name: