**Marketing Consulting Agreement**

This Marketing Consulting Agreement (the “Agreement”) is made effective as of [Insert Date], by and between [Insert Client Name] (“the Client”), of [Insert Client Address], and [Insert Consultant Name] (“the Consultant”), of [Insert Consultant Address].

The Consultant has a background in marketing and is willing to provide services to the Client based on this background.

The Client desires to have services provided by the Consultant.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.**

Beginning on [Insert Date], the Consultant will provide the following services (collectively, the “Services”):

[Insert Description of Consulting Services]

**2. PERFORMANCE OF SERVICES.**

a.the Consultant shall implement plans and strategies that help the Client sell its products or services.

b.the Consultant shall conduct research to know the consumer behavior and what motivates consumers’ purchase of a product. the Consultant shall use that research to design approaches specific to the Client’s needs.

c. the Consultant shall interact with the sales and product teams to determine the marketing strategy.

d.the Consultant shall take steps to organize marketing events like exhibitions, competitions, road shows, seminars.

e.the Consultant shall work with the public relations team to review branding, positioning of the Client’s ads to make sure that the ads have an impact on the public.

The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by the Consultant. the Client will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant’s obligations under this Agreement.

**3. PAYMENT.**

the Client will pay a fee to the Consultant for the Services in the amount of $[Insert Amount]. This fee shall be payable in a lump sum upon completion of the Services.

**4. EXPENSE REIMBURSEMENT.**

the Consultant shall be entitled to reimbursement from the Client for all “out-of-pocket” expenses.

**5. SUPPORT SERVICES.**

the Client will provide the following support services for the benefit of the Consultant:

– Office space
– Support staff
– Office supplies

**6. NEW PROJECT APPROVAL.**

the Consultant and the Client recognize that the Consultant’s Services will include working on various projects for the Client. the Consultant shall obtain the approval of the Client prior to the commencement of a new project.

**7. TERM/TERMINATION.**

This Agreement shall terminate automatically upon completion by the Consultant of the Services required by this Agreement.

**8. RELATIONSHIP OF PARTIES.**

It is understood by the parties that the Consultant is an independent contractor with respect to the Client, and not an employee of the Client. the Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.

**9. DISCLOSURE.**

the Consultant is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

– a product or product line of the Client
– a manufacturing process of the Client
– any activity that the Consultant may be involved with on behalf of the Client

**10. EMPLOYEES.**

the Consultant’s employees, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Client, the Consultant shall provide adequate evidence that such persons are the Consultant’s employees.

**11. INJURIES.**

the Consultant acknowledges the Consultant’s obligation to obtain appropriate insurance coverage for the benefit of the Consultant (and the Consultant’s employees, if any). the Consultant waives any rights to recovery from the Client for any injuries that the Consultant (and/or the Consultant’s employees) may sustain while performing services under this Agreement and that is a result of the negligence of the Consultant or the Consultant’s employees.

**12. ASSIGNMENT.**

the Consultant’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Client.

**13. INTELLECTUAL PROPERTY.**

The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, “Intellectual Property”):

*Consultant’s Intellectual Property.* the Consultant personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

*Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by the Consultant (or the Consultant’s employees, if any) during the term of this Agreement shall be the property of the Client. the Consultant shall sign all documents necessary to perfect the rights of the Client in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, the Consultant shall sign all documents necessary to assign the rights to such Intellectual Property to the Client.

**14. CONFIDENTIALITY.**

the Client recognizes that the Consultant has and will have the following information:

– inventions
– machinery
– products
– prices
– apparatus
– costs
– discounts
– future plans
– business affairs
– process information
– trade secrets
– technical information
– customer lists
– copyrights
– product design information

and other proprietary information (collectively, “Information”) which are valuable, special, and unique assets of the Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Consultant agrees that the Consultant will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant’s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Client. the Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**15. UNAUTHORIZED DISCLOSURE OF INFORMATION.**

If it appears that the Consultant has disclosed (or has threatened to disclose) Information in violation of this Agreement, the Client shall be entitled to an injunction to restrain the Consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. the Client shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**16. CONFIDENTIALITY AFTER TERMINATION.**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**17. RETURN OF RECORDS.**

Upon termination of this Agreement, the Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the Consultant’s possession or under the Consultant’s control and that are the Client’s property or relate to the Client’s business.

**18. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the Client:

[Insert Client Name]
[Insert Name of Client Representative]
[Insert Client Address]
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF for the Consultant:

[Insert Consultant Name]
[Insert Name of Consultant Representative]
[Insert Consultant Address]
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Such an address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**19. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**20. AMENDMENT.**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**21. SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**22. WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**23. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**24. ARBITRATION.**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**25. SIGNATORIES.**

This Agreement shall be signed on behalf of the Client by [Insert Name of Client Representative] and on behalf of the Consultant] by [Insert Name of Consultant Representative] and effective as of the date first written above.

Party Receiving Services:
[Insert Client Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party Providing Services:
[Insert Consultant Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

*Intellectual Property*

[Insert Description of Intellectual Property]