**Consulting Agreement**

between

**[Company Name of Client]**[Address of Client]
legally represented by [Name of Managing Director]

(hereinafter “**Client**“)

and

**[Name of Consultant]**[Address of Consultant](hereinafter “**Consultant**“)

- hereinafter each “**Party**“ or jointly “**Parties**“ -

**Preambel**

WHEREAS, Client is a [Country of Client] company that specializes in [Description of Client’s Industry].

WHEREAS, Client intends to [Description of the Project] (hereinafter “**Project**“).

WHEREAS, the Consultant serves as [Description of the Consultant’s Role] and shall take care of [Description of the Consultant’s Major Tasks].

WHEREAS, the Consultant shall render services to the Client on a freelance basis in parallel to his role as [Other functions of the Consultant, if applicable].

Now, therefore, in consideration of the foregoing, the Parties hereby agree as follows:

**§ 1 Subject of Contract**

1. The Consultant shall render in particular the following services from [Starting Date] onwards for the Client in relation to the Project:

- [Consultant’s Task1];

- [Consultant’s Task2];

- [Consultant’s Task3];

- [Consultant’s Task4].

1. The Parties agree that the Consultant shall work up to [Number of working days per month] working days monthly for the Client. In this respect, the Parties shall define the specific scope and allocation of working days by taking into consideration factual requirements and the Consultant’s other obligations.
2. While [Place of Service] is the primary venue of the Consultant’s services and travel might be required, the Consultant decides in principle where and when exactly he works. The Client is not entitled to instruct the Consultant in regards to venue, time, length or the way of rendering his services. However, the Consultant will coordinate the specifics of his services under this Contract with a project manager who will be appointed by the Client. The Consultant is not entitled to instruct employees of the Client.
3. The Consultant may engage own employees in order to fulfill his contractual obligations. However, he remains responsible for the proper fulfillment of this Contract in relation to the Client.

**§ 2 Remuneration**

1. The Consultant receives a Daily Rate of [Currency] [Daily Rate] (in words: [Daily Rate in Words]), if applicable plus value added tax, in terms of his services under this Contract. The Daily Rate is calculated based on a [Number of working hours per day] hours working day. The amount of time spent shall be documented by means of monthly time sheets; in this respect, [Number of working hours per day] accumulated hours shall be regarded as one billable working day.
2. The Consultant charges factually rendered working days to the Client or one of its group companies on a monthly basis. Only factually working days are billable, i.e. the Consultant cannot claim a minimum remuneration per month. Invoices of the Consultant must be submitted to the Client until the third working day of each month for the previous month.
3. The Consultant’s monthly remuneration is due [14] days after receipt of an appropriate invoice.
4. The Consultant is solely responsible for proper taxation and potential social security matters.
5. The Consultant cannot claim any paid vacation or continuation of payments in case of illness.

**§ 3 Reimbursements**

(1) Client reimburses the Consultant for his costs related to this Contract as follows:

 - Costs for car travel (lump sum of EUR X.XX per kilometer);

 - Costs for train travel;

 - Costs for flights (continental: economy class, intercontinental: business class);

 - Costs for hotel accommodations and telecommunication and other expenses related to the services rendered by the Consultant upon presentation of receipts.

(2) All travels of the Consultant related to this Contract require prior approval from Client in order to be reimburseable.

(3) Reimbursements can be subject to value added tax.

**§ 4 Non-compete clause**

The Consultant may render services to other companies in parallel. However, the Consultant agrees not to work for companies which are competitors to the Client without its prior approval.

**§ 5 Confidentiality**

1. The Consultant agrees to treat business and trade secrets and confidential matters of the Client as well as any and all Confidential Information in relation to the Project strictly confidential in the same manner as its own business and trade secrets and shall not disclose such Confidential Information, in whole or in part, to any third party as well as non-authorized employees of the Client and its affiliated companies nor use it for its own purposes which are not related to the Project. This does not apply to the transfer of those information which has been explicitly approved by Client in writing. This confidentiality obligation remains valid also after termination of this Contract.
2. In addition, the Consultant agrees to store all documents handed over by Client properly and to make sure that third parties cannot get access. Upon termination of this Contract, the Consultant will hand over all documents, correspondence, concepts and comparable files also in electronic form and will delete all electronic files which he has received from Client in relation to his consulting services or which are related to the Client. The Consultant is not entitled to claim any rights of retention in terms of such documents, files or assets.

**§ 6 Term and Termination**

1. This Contract came into force on [Starting Date] and runs for an indefinite period of time.
2. Both Parties can terminate this Contract amicably at any time.
3. Client is entitled to terminate this Contract with [XY] weeks‘ notice effective each quarter. The Consultant is also entitled to terminate this Contract with [XY] weeks‘ notice effective each quarter but effective not before the [Date of Minimum Period] for the first time.
4. The right to terminate for good cause remains unaffected.
5. Every termination requires written form by email or letter.

**§ 7 Storage and return of documents**

1. The Consultant is obliged to properly store all documents received from Client or own created documents/concepts related to matters of the Client and to exclude unapproved disclosure to third parties.
2. Documents and concepts pursuant to § 7 (1) must be handed over to the Client during and after the term of this Contract upon request and immediately and unrequested after termination. The same applies to assets belonging to the Client or its customers which the Consultant possesses in relation to this Contract.
3. The Consultant cannot make any right of retention in terms of documents, records and assets pursuant to this § 7.

**§ 8 Liability**

1. In relation to services rendered under this Contract, the Consultant is liable for damages of the Client in case of intent or gross negligence. Under no circumstances, the Consultant is liable for any unrealized profit. The Consultant does have any information or evaluation duties going beyond the common level of the advisory business.
2. Client holds harmless the Consultant from any liability based on wrong, incomplete and/or misleading information received from Client.
3. In addition, Client holds harmless the Consultant from all liability claims of third parties and indemnifies the Consultant in terms of damages related to services under this Contract. This does not apply to damages or indemnifications which are based on a breach of duty by the Consultant with intent or gross negligence.

**§ 9 Final Provisions**

1. This Contract and its interpretation shall be subject to the laws of [Jurisdiction], excluding the provisions of international private law.
2. Exclusive place of venue shall be [City], if legally permitted.
3. All amendments or additions to and the cancellation of this Contract must be made in writing. This also applies to the change of the written form clause in the preceding sentence. Any oral agreements about a cancellation of the written form clause are invalid.
4. Except as set forth herein, there are no other agreements between the parties, oral or written, with respect to the Consultant’s services.
5. The Consultant acknowledges and observes the group policies of the Client in terms of compliance and avoidance of conflicts of interests as set out in the **Annex.**
6. The legally binding language of this Contract is English.
7. All annexes are part of this Contract.
8. Should any provision of this Contract be or become invalid, void or unenforceable, it shall not affect the validity of any other provisions of this Contract. Should this be the case, the Parties hereby agree to substitute such invalid or unenforceable provision and replace it by a valid and enforceable provision reflecting the content of the invalid provision in close consideration of the intent of the Parties. Up to this point, the Parties shall interpret the respective provision accordingly. The same shall apply in case of a loophole in the agreement..

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Client Consultant