802 349 9501



## **Consulting Agreement**

- 1. This is a contract between PMKing Trading LLC (The Company) and <cli>tent name> (The Client).
- 2. The client agrees to pay the company \$<\text{rate}\$ per hour (including traveling time) and reimburse receipted traveling expenses for services rendered at any other location chosen by the client. The company will send the client a timesheet detailing hours spent on activities on behalf of the client no less than weekly. The company will invoice the client on a monthly basis (in arrears) for all services rendered. The company agrees not to bill for more than a total of \$<\text{sbudget}\$ per month without the client's approval.
- 3. The client agrees to settle invoices within 30 days of receipt. Outstanding balances older than 30 days will accrue interest at 2% per month.
- 4. The client may terminate this contract at any time, verbally, or in writing, by contacting the company using the contact details listed at the top of this contract. In the event of the contract being terminated, the client will be liable for the balance of payments for services previously completed prior to the termination request being received by the company.
- The client agrees to keep information received about the company confidential and agrees not to disclose it to any 3<sup>rd</sup>
  parties without the written permission of the company except where compelled to do so by State or Federal law.
- 6. The company agrees to keep all information, data, designs, ideas, and other intellectual property received from the client confidential. The company will not disclose any information to unrelated 3<sup>rd</sup> parties without the written permission of the client except where compelled to do so by State or Federal Law.
- 7. The company cannot be held liable for any losses incurred by the client as a result of use of information, programming code, business analysis and design, or any other services provided by the company to the client.
- 8. The terms and conditions in this contract may only be changed with the written permission of both the client and the company.
- 9. The company is an independent contractor and is not an employee or agent of the client. The company shall not be entitled to any fringe benefits or compensation from the client except as set forth in this agreement. The company is solely responsible for payment of any taxes due on income received as a result of providing services to the client.
- 10. This agreement shall be interpreted and enforced in accordance with the laws of the State of <state>.
- 11. This agreement is the entire agreement between the company and the client and supersedes all prior negotiations, correspondence, understandings, and agreements.
- 12. None of the information, advice, specifications, reports, documents, or any other services rendered by the company to the client should be considered financial advice or as a recommendation to enter into any security, foreign exchange, or futures transaction.

Paul M King for PMKing Trading	Date
<cli>client representative&gt; for <client></client></cli>	Date