

## CONSULTING AGREEMENT

This Agreement is made between \_\_\_\_\_ ("Client") and MANAGEMENT EVOLUTION, LLC ("Consultant").

Consultant agrees to perform a one-time NO-COST NO-BLIGATION confidential Business Analysis ("Analysis") to determine potential cost savings or potential profit improvements that could be achieved on the Client's business. The Client will be expected to cooperate with Consultant in all reasonable requests, and make available to Consultant at Client's expense, copies of financial reports, data, and any other relevant information requested by Consultant. Consultant specifically disclaims the role of tax adviser, accounting or legal advisor. Client must discuss these matters with Client's own attorney, accountant or tax advisor. Consultant does not engage in financing or obtaining funds for any Client.

If after the Analysis, the Consultant and Client mutually decide to implement any Consultant's recommendation, Consultant shall be entitled to receive TEN PERCENT (10%) OF THE COST SAVINGS OR IMPROVEMENTS ACHIEVED IN PROFIT FROM OPERATIONS. This Agreement will become effective when signed by both parties and either party may terminate this Agreement for any reason at any time with written notice. Upon termination, any fee due to Consultant shall be paid by Client.

Consultant is an independent contractor. Neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. Consultant shall retain all copyrights, patents, trade secrets, and any other intellectual property rights Consultant may have in anything created or developed by Consultant under this Agreement ("Work Product") including Consultant's Materials. Client shall make no other commercial use of the Background Technology without Consultant's written consent.

The goods or services furnished by Consultant under this Agreement are provided "as is" and "as available" without any express or implied warranties or representations, including, without limitation any implied warranties of merchantability or fitness for a purpose. Achievements realized by Consultant's work depend upon cooperation of Client's staff and many factors which are not within control of Consultant. Therefore, it is understood and agreed that Consultant does not guarantee any specific results or a probable outcome of the work for which the Consultant has been retained. In fact, it is specifically understood that no result is guaranteed in any work, materials, work product or consulting services provided by Consultant. Client assumes total responsibility and risk for use or implementation of Consultant potential solutions recommended, work product, materials or services provided by Consultant. Client assumes the responsibility of evaluating the accuracy, completeness and usefulness of all contents. Consultant makes no express or implied warranties, representations or endorsements whatsoever. In no event, shall Consultant be liable to Client for lost profits of Client, or special, incidental or consequential damages, even if Consultant has been advised of the possibility of such damages. All trade secrets obtained by both Parties during this Consulting Service shall be held in strictest confidence. This is the entire Agreement between Consultant and Client. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect. This Agreement will be governed by the laws of the State of Florida, USA. This Agreement does not create a partnership relationship.

**CLIENT:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**MANAGEMENT EVOLUTION, LLC.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel: \_\_\_\_\_

Address: 520 7<sup>th</sup> St. W. # 1435  
Palmetto, FL 34221

Email: [mgtevolution@aol.com](mailto:mgtevolution@aol.com)