

No. _____

Date: _____

FEE AGREEMENT

PARTIES

This Agreement is entered into and executed as a duly signed, binding legal contract, subject to the laws and local jurisdictions of the Principal Place of Business _____;

BETWEEN THE PARTIES:

_____ [Company or Person], residing at or with their registered address of _____,

hereafter referred to as "Contractor";

AND

_____ [Company or Person], residing at or with their registered address of _____,

hereafter referred to as "Client".

FEE

A Fee shall be paid from the Client to the Contractor, contingent upon and subject to the terms and conditions set forth in this agreement. The amount of the fee defined below is the entire fee, and the entire amount of consideration defined, exchanged by covenants, and promises defined in this Agreement.

FLAT FEE. If checked, The Fee is a flat fee with the total amount _____.

FORMULA FEE. The Fee is calculated using the following formula:

with the total amount: _____.

SERVICES

The list of services and reasonable description, in accordance with industry best practices for service descriptions, is as follows: _____

No. _____

Date: _____

QUALIFICATIONS

The list of KPIs, certifications, standards, or other success criteria that are applied to the Services, which are used to factor into the Formula Fee, or define services as complete or incomplete are:

COSTS

COSTS EXCLUDED FROM FEE. Additional costs, including but not limited to: Shipping and postage, copy and shredding, transcription, notary services, translation services, filing fees, travel expenses, phone bills, courier fees, database access fees, software license fees, or other "out-of-pocket" expenses will be billed to the Client separately. Client Agrees to pay these fees subject to the following terms: _____.

COSTS INCLUDED IN FEE. All Out-of-Pocket expenses not listed in the Fee Formula, but required to accomplish the Services, will not be charged to the Client, and Contractor agrees to pay any reasonable expenses, subject to the following terms: _____.

TERMINATION OF SERVICE

The completion of services shall occur subject to the following terms and conditions: _____

No. _____

Date: _____

PRO RATA REBATE

Pro Rata Rebate. Any services not used, such as flat fee amounts for a fixed time period, where the termination occurs before the end of the fixed period, shall be refunded subject to the following terms and conditions: _____

No Rebate. Services not used or flat rates which apply to a fixed time period, where termination occurs before the end of the fixed period, will not incur a rebate. Fees are final and will not be adjusted, regardless of use of service.

CLIENT

The Client Agrees to Perform the Following Acts, subject to the following terms and conditions:

INDEMNIFICATION

Client agrees to indemnify, hold harmless and inure Contractor for any damages incurred as a result of the performance of services incidental to or directly resulting from execution of terms of this Agreement. Client agrees not to seek damages or to initiate any lawsuit against Contractor, or its affiliates, relating to any terms and conditions of this contract.

GOVERNING LAW

This Agreement shall be executed and subject to the regulations and jurisdiction of the _____ . No provision of this Agreement shall be made enforceable if they cause an illegal action under the Governing Law, and Parties agree, if any provision within this Agreement is found to be unenforceable, to reduce this Agreement in the minimum amount within reason in order for the remainder of this Agreement to be enforceable.

No. _____

Date: _____

OFFER

This Agreement is signed and executed, on the execution date of _____ to be made effective on the effective date of _____, by the Contractor, with intent to enter into a binding duly signed Agreement with the Client, including all terms and provisions as written in this Agreement, with the Expiration Date of offer set to _____. Offer Void if Expiration not filled. This offer is set to expire on the Expiration Date. After which time, if Acceptance is not received (minimum postmarked), this Agreement and all provisions within is automatically nullified.

Signature of Contractor

Printed Name

Date

ACCEPTANCE

Client has read and understood all terms, provisions, annexes and attached material to this Agreement, and intends to enter into and execute duly this legally binding Agreement, on the Acceptance date of _____, which is before the Expiration Date of the Offer defined by the Contractor, to be made effective on the Effective Date of _____.

AS-IS. Client Accepts Offer without any Changes.

COUNTER-OFFER Client Accepts Offer, with the following all-inclusive list of changes: _____

_____.

Signature of Client

Printed Name

Date