

ENGAGEMENT LETTER

[CONSULTANT] agrees to provide consulting services to [CLIENT].

Scope of Services: Consultant shall provide the Services described in Exhibit A.

Fees: Consultant shall charge 00 per hour for Services.

Expenses: Expenses exceeding 00 require Client's prior written approval.

IP Ownership: Consultant retains ownership of all pre-existing materials.

Confidentiality: Each party agrees to hold the other's Confidential Information in confidence.

Termination: Either party may terminate this Agreement upon 30 days written notice.

Independent Contractor: Consultant is an independent contractor, not an employee.

Governing Law: This Agreement shall be governed by the laws of the State of New York.