



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

_____ of _____
(the "Client")

- AND -

PROEX VENTURE LLC of 4301 Urbana Drive Suite 232 - Orlando, FL - 32837
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided and Prices

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Alignment of Résumé to the Occupancy Code (onetonline) - \$ 300.00

PROEX VENTURE LLC

Address: 4301 Urbana Drive Suite 232 – Orlando, FL - 32837

Home page: www.proexventure.com - Email: professorevandro@proexventure.com



- Guidance for producing reference letters - \$ 400.00
- Business Plan - \$ 1,900.00
- Guidance for Cover Letter (Self Petition) - \$ 900.00

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Return Policy

5. As it is a service provision, there is no return, but a request for review.

6. The contractor may require up to two revisions of the work, indicating the points of the work you want to delete, add or complement.

7. If the possibilities for modifying the works are exhausted, without the contractor's satisfaction, and if there is an error or omission on the part of PROEX VENTURE, the amount paid will be returned within 60 days after the contractor's written communication, or the Liability insurance can will be activated, as the case may be.

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8. PROEX VENTURE realizes that the contractor is using the insurance return or activation clause to obtain an unlawful advantage, it will trigger mediators and conciliators or even indemnity lawsuit.

Performance

9. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

11. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

- The billing and payment terms are: half of the total amount advance (anticipated) and the other half of the amount must be paid in service delivery.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Additional Resources

13. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:

- The client needs to be aware that his participation in the construction of the service is fundamental.



- The customer must provide all the information requested by PROEX VENTURE for the final service to be successful.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
16. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Materials and Intellectual Property

17. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.



Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. _____

b. PROEX VENTURE LLC
4301 Urbana Drive Suite 232 - Orlando, FL - 32837

or to such other address as any Party may from time to time notify the other.

Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in



connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

22. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Enurement

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.



Titles/Headings

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Disagreement Clause

32. In case of disagreement between the parties to the contract, the hiring of mediators and conciliators will be triggered to equalize the dispute.



33. Florida State Courts may also be brought in for damages.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

(Client)

PROEX VENTURE LLC

Per: _____
Professor Evandro Tsufa Lepletier
Guimarães

PROEX VENTURE LLC

Adress: 4301 Urbana Drive Suite 232 – Orlando, FL - 32837

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