

Consulting Services Agreement

Dated October 14, 2026

SAMPLE DOCUMENT — FICTIONAL PARTIES. This agreement was written as test material for document-checking software. Both companies, all people and all figures are invented. It is not legal advice and must not be used as a template without advice from a lawyer.

Parties

Client	Northbridge Example, Inc. , a Delaware corporation (fictional), of Suite 900, 100 Sample Street, Chicago, Illinois 60601 (Client)
Consultant	Sample Advisory LLC , a Delaware limited liability company (fictional), of Suite 4, 25 Demo Road, Columbus, Ohio 43215 (Consultant)

Background

- A. The Client operates a chain of 14 outpatient physical therapy clinics in Illinois and Ohio and wishes to move its clinical and booking records to a new practice management system.
- B. The Consultant provides technology advisory, procurement and project management services.
- C. The Client wishes to engage the Consultant to provide the Services on the terms of this agreement.

Agreed terms

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1. Definitions and interpretation

1.1 In this agreement:

Background IP means Intellectual Property Rights owned by or licensed to a party before the Commencement Date or created independently of this agreement, including the Consultant's methods, templates, tools and know-how.

Business Day means a day that is not a Saturday, Sunday or legal holiday in Chicago, Illinois.

Client Data means all data and information, including Protected Health Information, provided by or on behalf of the Client or its patients, or accessed by the Consultant in performing the Services.

Commencement Date means November 2, 2026.

Confidential Information means information of a party that is confidential in nature or marked as confidential, including Client Data, pricing and the terms of this agreement, but excluding information that is or becomes public other than through a breach of this agreement.

Deliverables means the documents, reports, plans and other materials described in Schedule 1 and any other material the Consultant creates specifically for the Client under this agreement.

Fees means the fees set out in Schedule 2, as adjusted under clause 7.

Initial Term means the period starting on the Commencement Date and ending on October 31, 2027.

Intellectual Property Rights means all present and future rights in copyright, trademarks, designs, patents, trade secrets, know-how and similar rights anywhere in the world.

Key Personnel means the people named in Schedule 3.

Protected Health Information has the meaning given in the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) and its regulations at 45 C.F.R. Parts 160 and 164.

Services means the services described in Schedule 1, as varied under clause 6.

- 1.2 Headings are for convenience only. The words “including” and “for example” do not limit what else may be included. A reference to a law includes any amendment or replacement of it. If a day for doing something is not a Business Day, it must be done on the next Business Day.
- 1.3 If there is any inconsistency between the documents forming this agreement, the following order of priority applies: Schedule 5 (Special conditions), clauses 1 to 22, Schedule 1, Schedule 2, then the remaining Schedules.

2. Term

- 2.1 This agreement starts on the Commencement Date and continues for the Initial Term, unless terminated earlier under clause 15.
- 2.2 **Automatic renewal.** At the end of the Initial Term, and at the end of each renewal term, this agreement automatically renews for a further period of 12 months unless either party gives the other written notice of non-renewal at least **60 days** before the end of the then-current term.
- 2.3 The Consultant must remind the Client in writing of the renewal date no earlier than 120 days and no later than 90 days before the end of each term. A failure to give the reminder does not prevent the agreement from renewing.

3. Services

- 3.1 The Consultant must provide the Services and the Deliverables:
 - (a) with the degree of skill, care and diligence expected of an experienced provider of similar services;
 - (b) by the milestone dates in Schedule 1, subject to clause 5.2;
 - (c) in accordance with all applicable laws and the Client’s reasonable policies notified to the Consultant in writing, including its site safety and information security policies; and
 - (d) in cooperation with the Client’s staff and other contractors.
- 3.2 The Consultant is engaged on a non-exclusive basis. Nothing in this agreement prevents the Client from engaging other consultants or the Consultant from providing services to others, provided clause 9 is complied with.
- 3.3 **Acceptance.** The Client must review each Deliverable within 10 Business Days of receiving it and either accept it or give written reasons why it does not meet the requirements of Schedule 1. The Consultant must fix any non-conformity within 10 Business Days and resubmit the Deliverable. A Deliverable is taken to be accepted if the Client does not respond within the review period.
- 3.4 The Consultant is an independent contractor. Nothing in this agreement creates an employment, partnership, agency or joint venture relationship.

4. Personnel

- 4.1 The Consultant must make the Key Personnel available to perform the Services for at least the time commitment stated in Schedule 3.
- 4.2 The Consultant must not replace any Key Personnel without the Client's prior written consent (not to be unreasonably withheld), except in the case of illness, resignation or death. Any replacement must have equivalent skills and experience, and the Consultant must bear the cost of handover.
- 4.3 The Consultant may not subcontract any part of the Services without the Client's prior written consent. The Consultant remains responsible for the acts and omissions of its subcontractors.
- 4.4 Before any of its personnel access a clinic, the Consultant must ensure they have passed a criminal background check completed within the previous 12 months and, where required by law, any additional screening.

5. Client obligations

- 5.1 The Client must give the Consultant timely access to its people, premises, systems and information reasonably required to perform the Services, and must nominate a project sponsor with authority to make decisions.
- 5.2 If the Consultant is delayed because the Client fails to comply with clause 5.1, the affected milestone dates are extended by a reasonable period, and the Consultant may charge for any additional time at the hourly rates in Schedule 2, provided it notifies the Client within 5 Business Days of becoming aware of the delay.

6. Variations

- 6.1 Either party may request a change to the Services by written notice. The Consultant must, within 5 Business Days, give the Client a written proposal setting out the effect of the change on the Fees, milestone dates and Deliverables.
- 6.2 A variation is binding only if signed by an authorized representative of each party. The Consultant is not entitled to payment for work outside the Services unless it has been approved under this clause.

7. Fees and payment

- 7.1 In consideration of the Services, the Client must pay the Fees set out in Schedule 2, including a monthly retainer of **\$16,000**.
- 7.2 **Invoices.** The Consultant must invoice the Client monthly in arrears, on or after the last Business Day of each month. Each invoice must refer to this agreement, show any sales tax separately and include time records for any work charged at hourly rates.
- 7.3 **Payment terms.** The Client must pay each correctly rendered invoice within **30 days** after the end of the month in which it is received.
- 7.4 **Disputed invoices.** The Client may withhold payment of any amount it disputes in good faith, provided it notifies the Consultant of the disputed amount and its reasons within 10 Business Days of receiving the invoice and pays the undisputed portion on time. The dispute must be resolved under clause 18.
- 7.5 **Late payment.** If an undisputed amount is not paid by the due date, the Consultant may charge interest on that amount at **10% a year**, calculated daily from the due date until it is paid. If an undisputed amount

remains unpaid for more than 30 days after the due date, the Consultant may suspend the Services on 5 Business Days' written notice until it is paid.

- 7.6 Expenses.** The Client must reimburse reasonable travel and out-of-pocket expenses incurred in performing the Services at cost, without mark-up. Any single expense over **\$500** requires the Client's prior written approval. Travel within the Chicago metropolitan area is not reimbursable.
- 7.7 Fee review.** On each anniversary of the Commencement Date, the monthly retainer and hourly rates in Schedule 2 increase by the **greater of 5% and the percentage increase in the Consumer Price Index** (CPI-U, U.S. city average, all items) for the 12 months to the most recent June.

8. Intellectual property

- 8.1** Each party retains ownership of its Background IP.
- 8.2** Ownership of all Intellectual Property Rights in the Deliverables passes to the Client **on payment in full** of the Fees for the relevant Deliverable. Until then, the Consultant grants the Client a non-exclusive license to use the Deliverable for the purposes of this agreement.
- 8.3** The Consultant grants the Client a perpetual, irrevocable, royalty-free, non-exclusive license to use any of the Consultant's Background IP incorporated into a Deliverable, but only as part of that Deliverable and for the Client's internal business purposes.
- 8.4** The Consultant must obtain from its personnel any assignments and waivers needed so that the Client can use, adapt and publish the Deliverables without attribution.

9. Confidentiality

- 9.1** Each party must keep the other party's Confidential Information confidential and use it only for the purposes of this agreement. A party may disclose Confidential Information to its employees, contractors and professional advisers who need to know it and who are bound by confidentiality obligations, or where required by law or the rules of a stock exchange.
- 9.2** On termination or expiry, or on request, each party must return or securely destroy the other party's Confidential Information, except for copies it must keep by law or that are held in routine back-ups.
- 9.3** The obligations in this clause 9 survive termination or expiry of this agreement for **five years**, and indefinitely in relation to Client Data and health information.

10. Privacy and data security

- 10.1** The Consultant must comply with HIPAA and the other privacy and data security laws that apply to the Client, as if it were the Client, in relation to any Protected Health Information or other personal information it handles under this agreement, and must sign the Client's business associate agreement before it receives any Protected Health Information.
- 10.2** The Consultant must not store or access Client Data outside the United States without the Client's prior written consent, and must store Client Data only in the systems approved in Schedule 5.
- 10.3** The Consultant must notify the Client within **24 hours** of becoming aware of any actual or suspected unauthorized access to, or loss or disclosure of, Client Data, and must give the Client all reasonable help to investigate and to comply with applicable breach notification laws.

- 10.4** The Consultant must use multi-factor authentication for all accounts that can access Client Data, and must remove access for any person within 1 Business Day after they stop working on the Services.

11. Warranties

- 11.1** Each party warrants that it has full power and authority to enter into and perform this agreement.
- 11.2** The Consultant warrants that:
- (a) the Deliverables will not infringe the Intellectual Property Rights of any person;
 - (b) it has no conflict of interest in performing the Services and will promptly disclose any conflict that arises, including any commission, referral fee or other benefit offered by a vendor of practice management systems; and
 - (c) its recommendations will be independent, and it has not entered into any reseller or referral arrangement with any vendor shortlisted under the Services.
- 11.3** Except as expressly set out in this agreement and to the extent permitted by law, all other warranties are excluded, including any implied warranty of merchantability or fitness for a particular purpose.

12. Insurance

- 12.1** The Consultant must hold the insurance in Schedule 4 from the Commencement Date until the end of this agreement and, for professional liability insurance, for **at least six years** after the end of this agreement.
- 12.2** The Consultant must give the Client certificates of insurance on request and must notify the Client within 5 Business Days if any required policy is canceled or materially reduced.

13. Indemnities

- 13.1** The Consultant indemnifies the Client against any loss, damage, cost or expense (including reasonable legal fees) arising from:
- (a) any claim that the Deliverables infringe a third party's Intellectual Property Rights;
 - (b) personal injury, death or damage to property caused by the Consultant or its personnel; or
 - (c) any breach of clause 9 or clause 10 by the Consultant or its personnel.
- 13.2** The Client indemnifies the Consultant against any loss arising from any claim that the Consultant's use of materials supplied by the Client, in accordance with this agreement, infringes a third party's Intellectual Property Rights.
- 13.3** The liability of a party under an indemnity is reduced to the extent that the loss was caused or contributed to by the other party.

14. Limitation of liability

- 14.1 Consequential loss.** Neither party is liable to the other for any loss of profit, revenue, data or goodwill, or any indirect or consequential loss, however caused, except as provided in clause 14.3.
- 14.2 Cap.** Subject to clause 14.3, each party's total aggregate liability arising out of or in connection with this agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to **the total Fees paid or payable under this agreement in the three months before the event giving rise to the claim.**
- 14.3 Exceptions.** The exclusion in clause 14.1 and the cap in clause 14.2 do not apply to liability for:

- (a) personal injury or death;
- (b) fraud or willful misconduct;
- (c) a breach of clause 9 (confidentiality) or clause 10 (privacy and data security); or
- (d) the Client's obligation to pay the Fees.

14.4 Nothing in this agreement limits or excludes any liability that cannot be limited or excluded by law.

15. Termination

15.1 Termination for convenience by the Client. The Client may terminate this agreement at any time, without reason, by giving the Consultant at least **30 days'** written notice.

15.2 Termination for convenience by the Consultant. The Consultant may terminate this agreement without reason by giving the Client at least **90 days'** written notice, but not so that the termination takes effect before Milestone 4 in Schedule 1 is accepted.

15.3 Termination for cause. Either party may terminate this agreement immediately by written notice if the other party:

- (a) commits a material breach that cannot be remedied;
- (b) commits a material breach that can be remedied and fails to remedy it within **14 days** after receiving written notice describing the breach; or
- (c) becomes insolvent or files for bankruptcy, subject to any automatic stay under the U.S. Bankruptcy Code.

15.4 The Client may also terminate this agreement immediately by written notice if any of the Key Personnel stops performing the Services and is not replaced in accordance with clause 4.2 within 20 Business Days.

16. Consequences of termination

16.1 On termination or expiry of this agreement:

- (a) the Client must pay the Consultant for Services properly performed up to the termination date, including any completed Deliverables, and for any non-cancellable expenses approved under clause 7.6;
- (b) if the Client terminates under clause 15.1 before May 1, 2027, the Client must also pay an **early termination fee equal to one month's retainer** under Schedule 2;
- (c) the Consultant must deliver all work in progress and Client Data to the Client within 10 Business Days; and
- (d) clauses 8, 9, 10, 13, 14, 16, 17 and 18 survive.

16.2 Termination does not affect any rights or liabilities that accrued before termination.

17. Non-solicitation

17.1 During the term of this agreement and for **12 months** after it ends, the Client must not, without the Consultant's written consent, directly or indirectly employ or engage any of the Consultant's personnel who performed the Services.

17.2 If the Client breaches clause 17.1, it must pay the Consultant a placement fee equal to **25% of the first-year gross salary or fees** of the person employed or engaged. The parties agree that this amount is a

reasonable estimate of the Consultant's recruitment and training costs and is not a penalty.

- 17.3** Clause 17.1 does not apply to a person who responds to a general job advertisement not targeted at the Consultant's personnel.

18. Dispute resolution

- 18.1** A party must not start court proceedings about a dispute arising out of this agreement (except for urgent injunctive relief) unless it has first complied with this clause 18.
- 18.2** A party claiming that a dispute has arisen must give the other party a written notice describing the dispute. Senior executives of each party must meet within 10 Business Days of the notice and try in good faith to resolve it.
- 18.3** If the dispute is not resolved within 20 Business Days of the notice, either party may refer it to mediation in Chicago, Illinois, with a mediator the parties agree on. Each party bears its own costs of mediation, and the mediator's fees are shared equally.
- 18.4** If the dispute is not resolved within 30 Business Days after the mediator is appointed, either party may start proceedings.
- 18.5** Each party must continue to perform its obligations under this agreement while a dispute is being resolved.

19. Force majeure

- 19.1** A party is not liable for a delay or failure to perform caused by an event beyond its reasonable control (including natural disaster, pandemic, war, terrorism, a failure of public utilities or a cyber attack on a third-party provider that could not reasonably have been prevented), provided it notifies the other party promptly and uses reasonable efforts to reduce the effect of the event. This clause does not excuse an obligation to pay money.
- 19.2** If a force majeure event continues for more than 60 days, either party may terminate this agreement by written notice.

20. Notices

- 20.1** A notice under this agreement must be in writing and sent by email to the address in Schedule 3, or delivered by hand or by courier to the party's address in this agreement.
- 20.2** A notice sent by email is taken to be received when it is sent, unless the sender receives an automated message that it was not delivered, but if it is sent after 5:00 pm Central Time or on a day that is not a Business Day, it is taken to be received at 9:00 am on the next Business Day.

21. Taxes

- 21.1** All amounts in this agreement are in United States dollars. Unless stated otherwise, they exclude sales, use and similar taxes. The Client must pay any such taxes that the Consultant correctly shows on an invoice. Each party is responsible for taxes on its own income.

22. General

- 22.1 Governing law.** This agreement is governed by the law of the State of Delaware, without regard to its conflict-of-laws rules. Each party submits to the non-exclusive jurisdiction of the state and federal courts

located in Delaware.

- 22.2 Entire agreement.** This agreement is the entire agreement between the parties about its subject matter and supersedes all earlier proposals, representations and understandings, including the Consultant’s proposal dated September 22, 2026.
- 22.3 Assignment.** A party may not assign or delegate its rights or obligations without the other party’s written consent, except that the Client may assign this agreement to an affiliate on written notice.
- 22.4 Amendment and waiver.** This agreement may be amended only in writing signed by both parties. A failure or delay in exercising a right is not a waiver of that right.
- 22.5 Severability.** Any provision that is void, illegal or unenforceable is severed, and the rest of this agreement remains in force.
- 22.6 Counterparts and electronic signing.** This agreement may be signed in counterparts and electronically.

Schedule 1 — Services, Deliverables and milestones

1. Objective

Help the Client select, contract for and implement a cloud practice management system that replaces its current booking, clinical notes and billing systems across all 14 clinics, with no loss of patient records and minimal disruption to appointments.

2. Services

- (a) Current-state review: interviews with clinic managers and therapists at no fewer than 6 clinics, and a review of current systems, data volumes, integrations and costs.
- (b) Requirements: a prioritized requirements specification covering clinical, administrative, billing (including Medicare, Medicaid and commercial insurance claims), reporting, privacy and security requirements.
- (c) Market approach: preparation of a request for proposal, management of questions from vendors, and evaluation of responses against published criteria, including scripted demonstrations by up to 3 shortlisted vendors.
- (d) Contract support: commercial negotiation support and a review of the preferred vendor’s contract against the Client’s requirements (excluding legal advice).
- (e) Implementation oversight: project management of data migration, testing, training and clinic go-live in three waves, and a post-implementation review.

3. Deliverables and milestones

Milestone	Deliverable	Due date
1	Current-state report and project plan	December 4, 2026
2	Requirements specification	February 5, 2027
3	Request for proposal released to market	February 19, 2027
4	Evaluation report and recommendation of preferred vendor	April 23, 2027
5	Contract review summary and negotiated term sheet	June 4, 2027

6	Data migration plan and test strategy	July 2, 2027
7	Go-live of all clinics (three waves)	October 1, 2027
8	Post-implementation review report	October 29, 2027

4. Exclusions

Legal advice; software license fees; the vendor's implementation fees; data cleanup beyond 20 hours; hardware procurement; and after-hours go-live support beyond 3 weekends. Any of these may be added as a variation under clause 6.

Schedule 2 — Fees

Item	Basis	Amount (US dollars)
Monthly retainer	Covers the Services in Schedule 1, up to 64 hours of Key Personnel time a month	\$16,000.00 a month
Additional hours — Principal Consultant	Hours above the retainer, approved in writing in advance	\$295.00 an hour
Additional hours — Senior Consultant	As above	\$220.00 an hour
Additional hours — Analyst	As above	\$150.00 an hour
Milestone 4 success fee	Payable on acceptance of Milestone 4, if the preferred vendor's five-year total cost is at least 10% below the budget in the Client's business case	\$15,000.00
Weekend go-live support	Per weekend, up to 3 weekends included in the retainer	\$2,400.00 a weekend

The estimated total Fees for the Initial Term are **\$207,000** (excluding taxes and expenses), made up of 12 monthly retainer payments of \$16,000 (\$192,000 in total) and the Milestone 4 success fee (\$15,000). Fees are subject to the annual review in clause 7.7.

Schedule 3 — Key Personnel and representatives

Name (fictional)	Role	Minimum commitment
Hannah Cole	Principal Consultant and engagement lead	2 days a week until Milestone 5; 1 day a week after that
Rohan Mehta	Senior Consultant, data migration lead	3 days a week from May 1, 2027 to October 1, 2027

Client representative	Chief Operating Officer · notices@northbridge-example.example
Consultant representative	Hannah Cole · contracts@sample-advisory.example

Schedule 4 — Insurance

Insurance	Minimum cover
Professional liability (errors and omissions)	\$5,000,000 for each claim and in the aggregate, maintained for 6 years after this agreement ends
Commercial general liability	\$2,000,000 for each occurrence
Cyber liability	\$2,000,000 in the aggregate
Workers' compensation	As required by law

Schedule 5 — Special conditions

- S1 Approved systems for Client Data.** The Client's Microsoft 365 tenant (U.S. data centers) and the Client's project workspace only. The Consultant must not copy Client Data to its own systems.
- S2 Vendor independence.** If the Consultant receives any offer of a commission, referral fee or other benefit from a vendor during the term, it must disclose it to the Client within 2 Business Days. A breach of this condition is a material breach that cannot be remedied.
- S3 Retainer hours.** Unused retainer hours do not roll over to the next month and are not refundable.
- S4 Publicity.** The Consultant may name the Client as a client in its marketing only with the Client's prior written consent.

Execution

Signed as an agreement by the authorized representatives of the parties.

Signed for Northbridge Example, Inc. (fictional)	
Signature of authorized officer	Signature of second officer
Name: Laura Bennett, Chief Executive Officer (fictional)	Name: Sam Whitfield, Secretary (fictional)
Date:	Date:

Signed for Sample Advisory LLC (fictional)	
Signature of authorized member	Signature of second member
Name: Hannah Cole, Managing Member (fictional)	Name: Peter Lindqvist, Member (fictional)
Date:	Date:

END OF SAMPLE AGREEMENT. Every party, person, email address, amount and date in this document is fictional. It was created to test document-checking software and is not legal advice.