

Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of , by and between ("Client") and ("Consultant").

1. Services

Consultant shall provide consulting services to Client as described in each separately executed Statement of Work ("SOW").

2. Term

This Agreement shall commence on the Effective Date and continue until terminated by either party in accordance with this Agreement.

3. Compensation

Client agrees to pay Consultant fees as specified in each applicable SOW.

4. Confidentiality

Both parties agree to maintain confidentiality of each other's proprietary information.

5. Termination

Either party may terminate this Agreement upon days' prior written notice.

6. Miscellaneous

This Agreement and any SOWs constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client:

Signature:

Date:

Consultant:

Signature:

Date: