



CONSULTING
Efficient | Balanced | Organized

TERMS & CONDITIONS

EBO CONSULTING INC.

**HELPING BUSINESSES MEET
THEIR FULL POTENTIAL**

2025



1. SERVICES

The Client hereby engages EBO Consulting Inc. (hereinafter referred to as "Consultant") to perform consulting services as mutually agreed upon in writing. Upon written acceptance of proposed services, the Client employs the Consultant to perform the described services in accordance with these terms and conditions.

2. TERMS OF AGREEMENT

This Agreement shall commence on the date of written acceptance and remain in full force and effect until completion of the agreed-upon services, unless terminated earlier pursuant to the provisions herein. Either party may terminate this Agreement through written notice of cancellation subject to the terms outlined in Section 10 (Suspension/Termination of Services).

3. SERVICE DELIVERY LOCATION

The Consultant shall perform services primarily at location(s) of Consultant's choosing, including but not limited to remote work, telephone consultations, video conferences, and such other locations as necessary to fulfill the obligations of this Agreement. The Consultant reserves the right to determine the most appropriate method and location for service delivery to ensure optimal efficiency and effectiveness.

4. PAYMENT TERMS

4.1. Payment Schedule: Payment from the Client to the Consultant is due within fifteen (15) days of invoice receipt.

4.2. Late Payments: Payments received after the due date shall be considered past due and subject to:

- A late fee of 12% of the total contract amount per month
- Potential suspension of services as outlined in Section 10
- Collection efforts at Client's expense

4.3. Invoicing: The Consultant shall submit detailed monthly invoices itemizing time spent and services rendered. All fees are exclusive of applicable taxes, which shall be the Client's responsibility.

5. CLIENT COOPERATION

5.1. The Client acknowledges that their active participation and timely communication are essential for successful service delivery.

5.2. Non-Responsiveness: If the Client remains non-responsive for more than ten (10) calendar days, the Consultant reserves the right to:

- Close the Client's service request
- Rescind any outstanding service proposals
- Invoice for services rendered to date



6. PARTIAL COMPLETION AND EARLY TERMINATION

Upon receipt of written cancellation after the Consultant has commenced work, the Client shall be liable for:

- All expenses incurred to date
- Time invested at the agreed-upon rate
- Any non-cancellable commitments made on Client's behalf
- Administrative costs associated with early termination

7. INDEPENDENT CONTRACTOR STATUS

7.1. The Consultant shall act as an independent contractor, not an employee, partner, or agent of the Client.

7.2. Tax Obligations: The Consultant assumes full responsibility for:

- Federal, State, and local taxes
- Social Security contributions
- Unemployment Insurance
- Workers' Compensation
- Any other applicable taxes or fees

7.3. Benefits: The Consultant is not eligible for and waives all claims to Client's employee benefits.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. Confidential Information: The Consultant agrees to maintain strict confidentiality regarding:

- Client's business information
- Proprietary data
- Trade secrets
- Client relationships
- Any other sensitive information obtained during service provision

8.2. Duration: Confidentiality obligations shall:

- Apply during the Agreement term
- Survive indefinitely upon termination
- Extend to all information regardless of format or delivery method

8.3. Data Protection: The Consultant shall implement reasonable security measures to protect Client's confidential information in compliance with applicable data protection laws.

9. INDEMNIFICATION AND LIABILITY

9.1. Client Indemnification: The Client shall indemnify, defend, and hold harmless the Consultant, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Client's breach of this Agreement
- Client's negligence or misconduct
- Third-party claims related to the Services
- Violation of applicable laws



9.2. Limitation of Liability: The Consultant's liability shall be limited to:

- The total amount paid for services under this Agreement
- Direct damages only, excluding consequential or punitive damages
- Claims reported within one (1) year of occurrence

10. SUSPENSION/TERMINATION OF SERVICES

10.1. Suspension Rights: The Consultant may suspend services upon five (5) calendar days written notice for:

- Non-payment
- Material breach of Agreement
- Lack of cooperation
- Force majeure events

10.2. Termination Process: Either party may terminate services by providing ten (10) calendar days written notice, subject to:

- Payment for services rendered
- Return of confidential materials
- Completion of transition activities

11. SEVERABILITY

If any provision of these terms and conditions is deemed invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary for validity while preserving the original intent. All other provisions shall remain in full force and effect.

12. GOVERNING LAW AND JURISDICTION

12.1. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Alaska.

12.2. Any disputes shall be subject to:

- The exclusive jurisdiction of courts in Anchorage, Alaska
- Alternative dispute resolution as mutually agreed upon
- Alaska state law regarding contract interpretation

13. DISCLAIMERS AND LIMITATIONS

13.1. No Guarantees: The Consultant provides no guarantees regarding:

- Specific outcomes or results
- Business success
- Third-party actions or decisions
- Market conditions or changes



13.2. Legal Services: These consulting services explicitly exclude legal advice. The Client is encouraged to seek independent legal counsel regarding:

- Contract review
- Regulatory compliance
- Legal strategies
- Risk management

13.3. Legal Fees: The Client bears sole responsibility for all legal fees and expenses, whether through Consultant referrals or independent counsel.

14. AUTHORITY AND REPRESENTATION

14.1. The Client represents and warrants that:

- They possess full authority to enter into this Agreement
- No conflicts exist with other obligations
- All provided information is accurate and complete

14.2. Both parties agree to execute this Agreement in good faith and comply with all applicable laws and regulations.

15. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond their reasonable control, including but not limited to natural disasters, pandemics, government actions, or other extraordinary events.

16. AMENDMENTS AND MODIFICATIONS

16.1. These terms and conditions may be modified only through written agreement signed by both parties.

16.2. The Consultant reserves the right to update these terms and conditions with thirty (30) days notice to the Client.