

FINANCIAL ADVISORY AND ACCOUNTING RETAINER AGREEMENT

This Financial Advisory and Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Advisor"),

and

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client").

1. SCOPE OF SERVICES

The Advisor agrees to provide financial advisory and accounting services to the Client as described below:

2. RETAINER AND FEES

In consideration for the services to be performed by the Advisor, the Client agrees to pay a retainer fee under the following terms:

- a. **Retainer Amount:** The Client shall pay a recurring retainer fee of \$_____ per _____.
- b. **Payment Schedule:** The retainer fee is due and payable on the _____ day of each period, beginning on _____.
- c. **Additional Services:** Any services requested by the Client that fall outside the Scope of Services defined in Section 1 of this Agreement shall be billed at an hourly rate of \$_____ per hour, subject to prior written approval by the Client.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue in effect:

- a. Until _____, unless terminated earlier in accordance with this Section.
- b. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party.
- c. Upon termination, the Advisor shall be compensated for all services rendered up to the effective date of termination.

4. CLIENT RESPONSIBILITIES AND INFORMATION ACCESS

The Client shall provide the Advisor with all necessary financial records, documents, systems access, and information required for the performance of the services. The Client warrants that all information provided is accurate and complete to the best of their knowledge.

5. CONFIDENTIALITY

The Advisor agrees to keep all financial information, business strategies, and proprietary data obtained from the Client strictly confidential and shall not disclose such information to any third party without prior written consent from the Client, except as required by law.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Advisor to the Client is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship.

7. LIMITATION OF LIABILITY

The Advisor's liability for any claims, losses, damages, or expenses arising out of this Agreement shall be limited to the total amount of retainer fees paid by the Client to the Advisor during the _____ months immediately preceding the event giving rise to the claim.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, representations, or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Financial Advisory and Accounting Retainer Agreement as of the date first written above.

CLIENT

ADVISOR

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date