

# FINANCIAL CONTROLLER INDEPENDENT CONTRACTOR AGREEMENT

This Financial Controller Independent Contractor Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Company"),

and

**Contractor:** \_\_\_\_\_, with a principal place of business or residence at \_\_\_\_\_ (hereinafter referred to as the "Contractor").

## RECITALS

WHEREAS, the Company desires to retain the professional services of the Contractor to perform financial controller and related financial management services; and

WHEREAS, the Contractor possesses the requisite expertise, qualifications, and experience to perform such services and is willing to provide them under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. SCOPE OF SERVICES

The Contractor agrees to perform financial controller services for the Company, which shall include, but are not limited to, the following:

- Oversight of general ledger maintenance and monthly closing processes.
- Preparation and analysis of monthly, quarterly, and annual financial statements.
- Budgeting, forecasting, and cash flow analysis.
- Development, implementation, and monitoring of internal financial controls and accounting policies.
- Coordination with external auditors, tax preparers, and financial institutions.
- Other financial consulting and controller duties as mutually agreed upon in writing.

## 2. TERM AND TERMINATION

**2.1. Term:** This Agreement shall commence on the Effective Date and shall continue on a \_\_\_\_\_ basis, unless terminated earlier in accordance with Section 2.2.

**2.2. Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing \_\_\_\_\_ days' prior written notice to the other party. In the event of material breach, the non-breaching party may terminate this Agreement immediately upon written notice.

## 3. COMPENSATION AND PAYMENT

**3.1. Rate:** The Company shall compensate the Contractor at a rate of \$\_\_\_\_\_ per \_\_\_\_\_ for services rendered under this Agreement.

**3.2. Invoicing:** The Contractor shall submit detailed invoices to the Company on a \_\_\_\_\_ basis. Invoices shall detail the dates worked, description of services performed, and total hours or flat fee due.

**3.3. Payment Terms:** The Company shall pay all undisputed invoice amounts within \_\_\_\_\_ days of receipt of the invoice.

## 4. INDEPENDENT CONTRACTOR STATUS

**4.1. Independent Relationship:** The Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the Company. The Contractor has no authority to bind the Company to any contractual obligations.

**4.2. Taxes and Benefits:** The Contractor shall be solely responsible for all federal, state, and local taxes, including self-employment taxes, social security, withholding, and any other payroll-related taxes. The Contractor is not entitled to participate in any employee benefits,

retirement plans, health insurance, or other programs offered by the Company.

**5. CONFIDENTIALITY**

The Contractor acknowledges that during the course of performing services, the Contractor will have access to non-public, sensitive, and proprietary financial and business information of the Company ("Confidential Information"). The Contractor agrees to maintain the strict confidentiality of all such information and shall not disclose, reproduce, or use any Confidential Information for any purpose outside the scope of this Agreement without the prior written consent of the Company.

**6. PROPRIETARY RIGHTS**

All reports, financial models, spreadsheets, analyses, and other materials prepared or developed by the Contractor specifically for the Company under this Agreement shall be considered "work made for hire" and shall be the sole and exclusive property of the Company upon payment in full for the corresponding services.

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**7.1. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the Company from and against any claims, losses, or damages resulting from the Contractor's gross negligence, willful misconduct, or breach of this Agreement.

**7.2. Limitation of Liability:** Except in cases of gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, special, or consequential damages arising out of this Agreement.

**8. MISCELLANEOUS**

**8.1. 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.

**8.2. Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

**8.3. Amendments:** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Financial Controller Independent Contractor Agreement as of the Effective Date.

**COMPANY:**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Role: \_\_\_\_\_

Date: \_\_\_\_\_