CORPORATE FINANCIAL ADVISORY RETAINER AGREEMENT

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

CPA Advisor: ____ ("Advisor"), with a principal place of business at ____,

and

Client: ____ ("Client"), with a principal place of business at ____.

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Advisor, and the Advisor agrees to provide corporate financial advisory services to the Client. The scope of services shall include, but is not limited to, the following:

a. Strategic financial planning and analysis;

b. Corporate tax planning and advisory services;

c. Capital structure and treasury management advisory;

d. Mergers, acquisitions, and transaction advisory support as requested;

e. Participation in periodic management meetings and financial reviews.

2. RETAINER AND FEES

In consideration for the services to be performed by the Advisor, the Client agrees to pay fees as follows:

a. **Retainer Fee:** Client shall pay a recurring monthly retainer fee of $__________________, payable in advance on the ____________ day of each calendar month.

b. **Hourly Rates:** For services exceeding the allocated scope of____________ hours per month, services will be billed at an hourly rate of $____________ per hour.

c. **Out-of-Pocket Expenses:** Client shall reimburse the Advisor for all reasonable and documented out-of-pocket expenses incurred in connection with performing the services, subject to prior approval for any expense exceeding $____________.

3. TERM AND TERMINATION

This Agreement shall commence on the effective date and shall continue on a __________________ basis. Either party may terminate this Agreement at any time, with or without cause, by providing ____________ days written notice to the other party. Upon termination, Client shall pay Advisor for all services rendered and expenses incurred up to the effective date of termination.

4. RESPONSIBILITY AND STANDARD OF CARE

The Advisor will perform all services in accordance with professional standards, including the AICPA Code of Professional Conduct. The Client acknowledges that the Advisor relies on the accuracy and completeness of financial information provided by the Client and that the Advisor is not responsible for auditing or verifying such information unless specifically engaged to do so in writing.

5. CONFIDENTIALITY

The Advisor agrees to keep all proprietary, non-public, and financial information received from the Client strictly confidential and will not disclose such information to any third party without the Client's prior written consent, except as required by law or professional regulation.

6. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of____________________. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in __________________________.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written.

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

CLIENT:	ADVISOR:
____	____
By: __________________________	By: __________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________