

FRACTIONAL CFO RETAINER AGREEMENT

This Fractional CFO Retainer Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

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

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

WHEREAS, the Client desires to retain the Consultant to perform fractional Chief Financial Officer (CFO) services, and the Consultant agrees to perform such services under the terms and conditions set forth set forth in this Agreement.

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

1. SCOPE OF SERVICES

The Consultant shall perform strategic financial management and CFO advisory services, which may include, but are not limited to, the following:

- Financial planning, analysis, and forecasting.
- Cash flow management, monitoring, and optimization.
- Review and refinement of accounting systems, policies, and internal controls.
- Preparation of monthly and quarterly financial reports for stakeholders.
- Participation in executive and Board of Directors meetings.
- Assistance with capital raising, debt financing, and strategic transactions.
- Liaising with external tax professionals, auditors, legal counsel, and bankers.

2. RETAINER AND COMPENSATION

2.1 Monthly Retainer: Client shall pay the Consultant a recurring monthly retainer fee of \$ _____ for up to _____ hours of services per calendar month.

2.2 Overage Rate: Any hours worked in excess of the monthly allotted hours specified in Section 2.1 shall be billed at an hourly rate of \$ _____ per hour. No overage work will be performed without the prior written or email authorization of the Client.

2.3 Payment Terms: The monthly retainer is due and payable in advance on the _____ day of each calendar month. The first monthly retainer payment and any initial setup fees shall be paid upon the execution of this Agreement. Late payments shall be subject to a charge of _____ % per month on outstanding balances.

3. TERM AND TERMINATION

3.1 Term: This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until terminated by either party.

3.2 Termination for Convenience: Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party.

3.3 Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches a material provision of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.

4. INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor, and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture. The Consultant shall be solely responsible for all federal, state, and local taxes, insurance, and other filings related to payments received under this Agreement.

5. CONFIDENTIALITY

The Consultant agrees to keep confidential and not disclose, use, or disseminate any proprietary or confidential information of the Client, including but not limited to financial records, business strategies, customer lists, and intellectual property, except as required to perform the services or as compelled by law. This obligation shall survive the termination of this Agreement.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. The Consultant's total liability under this Agreement shall not exceed the total fees paid by the Client to the Consultant in the _____ months preceding the claim.

7. GOVERNING LAW AND DISPUTE RESOLUTION

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. Any dispute arising under or in connection with this Agreement shall be resolved through negotiation, or if unresolved, through binding arbitration in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fractional CFO Retainer Agreement as of the Effective Date.

CLIENT:

By: _____
Title: _____
Date: _____

CONSULTANT:

By: _____
Title: _____
Date: _____