STRATEGIC FINANCIAL ADVISORY AND ACCOUNTING RETAINER AGREEMENT

This Strategic Financial Advisory and Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of ____________________, 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 "Provider").

1. RECITALS

WHEREAS, the Client desires to retain the Provider to perform professional strategic financial advisory, accounting, and related consulting services; and

WHEREAS, the Provider represents that it possesses the necessary expertise, qualifications, and capabilities to perform such services and agrees to provide them under the terms and conditions set forth herein;

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

2. SCOPE OF SERVICES

The Provider agrees to provide strategic business accounting and advisory services to the Client, which may include, but are not limited to:

a. Strategic financial planning, budgeting, and forecasting.

b. Regular review and analysis of financial statements.

c. Cash flow management and strategic advisory.

d. Oversight of general ledger maintenance and reconciliation.

e. Ongoing consulting regarding financial systems, internal controls, and corporate growth strategy.

f. Other mutually agreed-upon financial advisory projects as defined from time to time in writing.

3. RETAINER AND FEES

In consideration for the services rendered under this Agreement, the Client agrees to pay the Provider as follows:

a. **Monthly Retainer Fee:** The Client shall pay a non-refundable monthly retainer fee of $_____________, due and payable on the ______ day of each calendar month during the term of this Agreement.

b. **Scope of Retainer:** The monthly retainer covers up to ______ hours of service per month.

c. **Additional Hours:** Any services required beyond the allotted monthly hours will be billed at an hourly rate of $_____________ per hour, subject to prior authorization by the Client.

d. **Invoicing and Payment:** Invoices for additional services or expenses will be issued monthly and are due within ______ days of the invoice date.

4. TERM AND TERMINATION

This Agreement shall commence on ____________________ and shall continue on a month-to-month basis until terminated by either party.

Either party may terminate this Agreement at any time, with or without cause, by providing ______ days written notice to the other party. Upon termination, the Client shall pay the Provider for all services rendered and expenses incurred up to the effective date of termination.

5. CONFIDENTIALITY

The Provider acknowledges that during the course of this engagement, they will have access to proprietary, private, and sensitive financial and business information of the Client. The Provider agrees to hold all such information in strict confidence and shall not disclose, distribute, or use any of the Client's confidential information for any purpose other than the performance of services under this Agreement, except as required by law.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the Client and the Provider is that of an independent contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship. The Provider is solely responsible for all tax obligations, insurance, and other liabilities arising from their operations.

7. LIMITATION OF LIABILITY

The Provider shall perform all services in accordance with professional standards. Except in cases of gross negligence or willful misconduct, the Provider's total liability for any claims, losses, or damages arising out of this Agreement shall be limited to the total fees paid by the Client to the Provider under this Agreement during the ______ months immediately preceding the event giving rise to liability.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of ____________________. Any disputes arising under or in connection with this Agreement shall be resolved through good faith negotiations, or if necessary, submitted to mediation or arbitration in ____________________.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, agreements, and understandings. No amendment or modification to this Agreement shall be effective unless made in writing and signed by both parties.

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

CLIENT:	**PROVIDER:**
______________________________	______________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date: ___________________________	Date: ___________________________