

FRACTIONAL CHIEF FINANCIAL OFFICER RETAINER AGREEMENT

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

Company: _____, a _____ corporation, with its principal place of business located at _____ (hereinafter referred to as the "Company"), and

Consultant: _____, a _____, with an address of _____ (hereinafter referred to as the "CFO").

WHEREAS, the Company desires to retain the CFO to perform professional financial advisory and strategic chief financial officer services on a fractional, ongoing retainer basis; and

WHEREAS, the CFO represents that they possess the requisite expertise, knowledge, 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, promises, and conditions contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The CFO shall perform professional executive financial advisory services, which shall include, but are not limited to, the following:

1. Strategic financial planning, forecasting, and budgeting.
2. Review and analysis of monthly, quarterly, and annual financial statements.
3. Oversight and guidance of internal accounting staff or external bookkeeping partners.
4. Cash flow management, capital allocation strategies, and working capital optimization.
5. Assistance with board presentations, investor relations, and capital raising efforts.
6. Other financial advisory duties mutually agreed upon by both parties in writing.

The CFO shall dedicate approximately _____ hours per _____ to the performance of these services. This commitment is flexible and may scale based on the operational requirements of the Company and prior mutual agreement.

2. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis unless terminated as provided herein.
2. **Termination for Convenience:** Either party may terminate this Agreement at any time, with or without cause, by providing _____ days prior written notice to the other party.
3. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within _____ days of receiving written notice thereof.

3. RETAINER FEES AND PAYMENT TERMS

1. **Retainer Fee:** The Company shall pay the CFO a monthly retainer fee of \$ _____ for the services outlined in Section 1.
2. **Invoicing and Payment:** The monthly retainer shall be invoiced in advance on the _____ day of each calendar month. Payments are due within _____ days from the invoice date.
3. **Out-of-Pocket Expenses:** The Company shall reimburse the CFO for all pre-approved, reasonable, and documented out-of-pocket expenses incurred directly in connection with the performance of the services. Expense invoices shall be submitted monthly and paid in accordance with the standard terms above.
4. **Late Payments:** Overdue payments shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is lower.

4. INDEPENDENT CONTRACTOR STATUS

The CFO is and shall remain an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties. The CFO is solely responsible for the payment of all self-employment taxes, federal, state, and local income taxes, social security contributions, and other taxes or fees arising out of the payments received under this Agreement.

5. CONFIDENTIALITY AND PROPRIETARY INFORMATION

The CFO acknowledges that during the course of providing services, they will have access to non-public, confidential, and proprietary business, financial, and strategic information of the Company ("Confidential Information"). The CFO agrees to keep all such Confidential Information strictly confidential and shall not disclose it to any third party or use it for any purpose other than executing the services under this Agreement without the prior written consent of the Company. This obligation shall survive the expiration or termination of this Agreement.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall the CFO be liable to the Company for any indirect, special, incidental, or consequential damages. The CFO's total cumulative liability under this Agreement shall not exceed the total fees paid by the Company to the CFO during the _____ -month period preceding the event giving rise to liability.
2. **Indemnification:** The Company agrees to indemnify, defend, and hold harmless the CFO from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or in connection with the financial decisions, operations, or regulatory filings of the Company, except to the extent caused by the gross negligence or willful misconduct of the CFO.

7. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiation. If negotiation fails, the dispute shall be submitted to confidential mediation in _____, before resorting to legal action in the courts of said jurisdiction.

8. MISCELLANEOUS

1. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or representations, written or oral.
2. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument signed by authorized representatives of both parties.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in

full force and effect.

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

COMPANY:

CFO:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____