

FRACTIONAL FINANCIAL CONTROLLER SERVICES AGREEMENT

This Fractional Financial Controller Services 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 _____ ("Client"), and

Provider: _____, with a principal place of business at _____ ("Provider").

WHEREAS, Client desires to retain Provider to perform fractional financial controller services, and Provider agrees to perform such services under the terms and conditions set forth herein.

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

1. SCOPE OF SERVICES

Provider shall perform the following fractional financial controller services (the "Services"):

- a. Oversight and management of daily accounting operations and bookkeeping processes.
- b. Preparation and analysis of monthly, quarterly, and annual financial statements.
- c. Cash flow forecasting, budgeting, and variance analysis management.
- d. Coordination with external tax professionals and auditors.
- e. Establishment and maintenance of internal financial controls and procedures.
- f. Other services as mutually agreed upon in writing by both parties: _____

2. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue on a _____ basis until terminated by either party.
- b. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' written notice to the other party.
- c. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receipt of written notice.

3. COMPENSATION AND PAYMENT TERMS

- a. **Fees:** Client agrees to pay Provider a recurring fee of \$ _____ per _____ for up to _____ hours of Services per period.
- b. **Additional Hours:** Any hours worked beyond the allotted limit shall be billed at an hourly rate of \$ _____ per hour, subject to prior approval by Client.
- c. **Invoicing:** Provider shall invoice Client on a _____ basis. Invoices are due and payable within _____ days from the invoice date.
- d. **Late Payments:** Late payments shall accrue interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is lower.

4. INDEPENDENT CONTRACTOR STATUS

Provider is and shall remain an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint

venture, employer-employee, or agency relationship between the parties. Provider is solely responsible for all tax obligations, insurance, and withholdings associated with payments made under this Agreement.

5. CONFIDENTIALITY

Provider agrees to keep confidential all non-public, proprietary, or financial information disclosed by Client during the term of this Agreement. Provider shall not disclose such information to any third party without Client's prior written consent, except as required by law. This obligation shall survive the expiration or termination of this Agreement.

6. PROPRIETARY RIGHTS

All financial models, templates, reports, and other deliverables prepared specifically for Client under this Agreement shall become the sole property of Client upon full payment of all fees due to Provider. Provider retains ownership of any pre-existing methodologies, templates, or intellectual property used in performing the Services.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Provider's total liability for any claims, losses, damages, or expenses arising under this Agreement shall not exceed the total fees paid by Client to Provider during the _____ months immediately preceding the event giving rise to the liability.

8. 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 disputes arising out of this Agreement shall be resolved through binding arbitration in _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral. Any amendments to this Agreement must be in writing and signed by both parties.

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

CLIENT:

PROVIDER:

By (Signature)

By (Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____