

STRATEGIC CFO RETAINER SERVICES AGREEMENT

This Strategic CFO Retainer Services Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

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

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

1. ENGAGEMENT AND SCOPE OF SERVICES

Client hereby engages Consultant to perform fractional, strategic Chief Financial Officer (CFO) services, and Consultant agrees to provide such services. The scope of services shall include, but is not limited to, the following:

- a. Financial strategy, forecasting, and budget modeling.
- b. Cash flow analysis, management, and optimization.
- c. Review and analysis of monthly, quarterly, and annual financial statements.
- d. Participation in executive leadership and/or Board of Directors meetings as mutually agreed.
- e. Advising on capital allocation, fundraising strategy, and financial risk management.
- f. Other financial consulting services as mutually agreed upon in writing.

2. RETAINER AND COMPENSATION

In consideration for the services provided under this Agreement, Client shall pay Consultant as follows:

- a. **Monthly Retainer:** Client shall pay a recurring monthly retainer fee of \$ _____. This fee is due and payable in advance on the _____ day of each calendar month.
- b. **Allocation of Hours:** The monthly retainer covers up to _____ hours of service per month.
- c. **Hourly Overage Rate:** Any additional hours requested by Client and agreed to by Consultant beyond the retainer allocation shall be billed at an hourly rate of \$ _____ per hour.
- d. **Payment Method:** All payments shall be made via _____.

3. TERM AND TERMINATION

- a. **Initial Term:** This Agreement shall commence on the Effective Date and shall continue for an initial term of _____ months.
- b. **Renewal:** Following the Initial Term, this Agreement shall automatically renew on a month-to-month basis unless either party provides written notice of non-renewal.
- c. **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.
- d. **Payment upon Termination:** Upon termination, Client shall pay Consultant for all services rendered and out-of-pocket expenses incurred up to the effective date of termination.

4. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, partner, or agent of Client. 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

Consultant agrees to keep confidential all non-public, proprietary, or sensitive financial and business information disclosed by Client during the term of this Agreement. This obligation shall survive the termination of this Agreement.

6. LIMITATION OF LIABILITY

Consultant's liability for any claims arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of fees paid by Client to Consultant under this Agreement during the _____-month period immediately preceding the event giving rise to the claim.

7. GOVERNING LAW

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.

IN WITNESS WHEREOF, the parties hereto have executed this Strategic CFO Retainer Services Agreement as of the Effective Date written above.

CLIENT:

CONSULTANT:

By (Signature)

By (Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:
