

# MASTER FINANCIAL PLANNING AND ANALYSIS SERVICES AGREEMENT

This Master Financial Planning and Analysis Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between:

**Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("Provider"),

and

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("Client").

WHEREAS, Client desires to retain Provider to perform financial planning and analysis services, and Provider agrees to perform such services under the terms and conditions set forth in this Agreement.

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

## 1. SCOPE OF SERVICES

---

Provider shall perform financial planning, forecasting, budgeting, and analysis services as detailed in one or more Statements of Work (each, an "SOW") executed by both parties. Each SOW shall reference this Agreement and be subject to its terms and conditions. In the event of a conflict, the terms of this Agreement shall govern unless the SOW explicitly states otherwise.

## 2. TERM AND TERMINATION

---

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement or any SOW upon \_\_\_\_\_ days' prior written notice to the other party.
- C. **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. FEES, EXPENSES, AND PAYMENT TERMS

---

- A. **Fees:** Client shall pay Provider the fees set forth in the applicable SOW.
- B. **Invoices and Payment:** Provider shall invoice Client \_\_\_\_\_. All invoices are due and payable within \_\_\_\_\_ days of the invoice date.
- C. **Late Payments:** Overdue payments shall accrue interest at a rate of \_\_\_\_\_% per month, or the maximum rate permitted by law, whichever is less.
- D. **Expenses:** Client shall reimburse Provider for reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the services.

## 4. CONFIDENTIALITY

---

Each party agrees to keep confidential all non-public information disclosed by the other party that is designated as confidential or should reasonably be understood to be confidential. Confidential Information shall not be disclosed to any third party without prior written consent, except to employees or contractors who need to know and are bound by confidentiality obligations no less restrictive than those herein. This obligation shall survive for a period of \_\_\_\_\_ years following the termination of this Agreement.

**5. PROPRIETARY RIGHTS**

---

Except as otherwise set forth in an SOW, all deliverables, financial models, reports, and analyses developed specifically for Client under this Agreement shall become the property of Client upon full payment of all fees. Provider retains all rights in its pre-existing methodologies, software, templates, and analytical tools used to perform the services.

**6. WARRANTIES AND LIMITATION OF LIABILITY**

---

- A. **Warranties:** Provider warrants that the services shall be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. **Limitation of Liability:** Neither party shall be liable for any indirect, incidental, special, or consequential damages. Provider's total liability under this Agreement shall not exceed the total fees paid by Client to Provider under the applicable SOW during the \_\_\_\_\_ months preceding the event giving rise to liability.

**7. GOVERNING LAW AND JURISDICTION**

---

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

**8. MISCELLANEOUS**

---

- A. **Entire Agreement:** This Agreement and any executed SOWs constitute the entire agreement between the parties and supersede all prior discussions or agreements.
- B. **Amendments:** This Agreement may only be amended in a writing signed by both parties.
- C. **Relationship of Parties:** Provider is an independent contractor. Nothing in this Agreement shall construct a partnership, joint venture, or agency relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Master Financial Planning and Analysis Services Agreement as of the Effective Date.

**PROVIDER:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_