

COMPREHENSIVE FINANCIAL ADVISORY AND ACCOUNTING RETAINER AGREEMENT

This Comprehensive Financial Advisory and Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Client: _____, with a principal address located at _____ (hereinafter referred to as the "Client"),

and

Service Provider: _____, with a principal office located at _____ (hereinafter referred to as the "Advisor").

The Client and the Advisor may collectively be referred to as the "Parties" or individually as a "Party."

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Advisor, and the Advisor agrees to provide professional financial advisory and accounting services to the Client as described below:

- a. **Accounting and Bookkeeping:** Maintenance of general ledgers, bank reconciliations, accounts payable and receivable tracking, and preparation of routine financial statements.
- b. **Financial Advisory:** Strategic financial planning, budgeting, cash flow forecasting, capital structure analysis, and business valuation consultation.
- c. **Tax Services:** Tax planning, compliance advisory, and preparation/filing of periodic local, state, and federal tax returns as mutually agreed.
- d. **Reporting:** Delivery of monthly financial reports to management, including balance sheets, income statements, and cash flow reports, to be delivered on or before the _____ day of each subsequent month.

2. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis, unless terminated earlier in accordance with this Section.
- b. **Termination for Convenience:** Either Party may terminate this Agreement at any time, without cause, by providing _____ 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 commits a material breach of this Agreement and fails to cure such breach within _____ days after receipt of written notice detailing the breach.

3. RETAINER, FEES, AND PAYMENT TERMS

- a. **Retainer Fee:** The Client agrees to pay the Advisor a recurring monthly retainer fee of \$_____. This retainer is due and payable in advance on the _____ day of each calendar month.
- b. **Additional Services:** Services requested by the Client outside the scope of Section 1 shall be billed at an hourly rate of \$_____ per hour, or as otherwise agreed upon in writing prior to the performance of such services.
- c. **Reimbursable Expenses:** The Client shall reimburse the Advisor for reasonable, actual, and documented out-of-pocket expenses incurred directly in connection with the services, provided that any individual expense exceeding \$_____ receives prior written approval from the Client.
- d. **Late Payments:** Overdue payments shall accrue interest at a rate of _____% per month, or the maximum rate permitted by

law, whichever is less, commencing _____ days after the invoice due date.

4. CLIENT RESPONSIBILITIES AND DISCLOSURE

The Client agrees to provide the Advisor with all necessary financial records, source documents, bank statements, receipts, and other information required to perform the services in a timely and accurate manner. The Advisor shall not be responsible for any errors, omissions, or delays resulting from the Client's failure to provide accurate, complete, or timely information.

5. CONFIDENTIALITY

The Advisor agrees to hold all proprietary, non-public, and confidential information disclosed by the Client during the course of this engagement in strict confidence. The Advisor shall not disclose, disseminate, or use such information for any purpose other than executing the services defined under this Agreement, except as required by applicable law, regulation, or legal process.

6. LIMITATION OF LIABILITY

The Advisor shall perform all services in accordance with applicable professional standards. To the fullest extent permitted by law, the aggregate liability of the Advisor to the Client for any and all claims, losses, damages, or expenses arising out of or in connection with this Agreement shall not exceed the total fees actually paid by the Client to the Advisor under this Agreement during the _____-month period immediately preceding the event giving rise to the claim.

7. 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 laws principles. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through binding arbitration in the State of _____, in accordance with the rules of the American Arbitration Association.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, agreements, or representations. This Agreement may only be amended, modified, or supplemented by a written instrument signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Comprehensive Financial Advisory and Accounting Retainer Agreement as of the Effective Date.

CLIENT:

ADVISOR:

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____