

FRACTIONAL CFO RETAINER SERVICES AGREEMENT

RETAINER AGREEMENT FOR OUTSOURCED CFO SERVICES

This Retainer Agreement for Outsourced CFO Services (the "Agreement") is entered into as of _____, by and between:

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

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

1. ENGAGEMENT AND SERVICES

Client hereby engages Provider, and Provider agrees to be engaged, to render fractional and outsourced Chief Financial Officer (CFO) services. The scope of services to be provided includes, but is not limited to, the following:

- Financial strategy and planning
- Budgeting, forecasting, and financial modeling
- Cash flow management and analysis
- Oversight of accounting systems and internal controls
- Preparation of executive and board-level financial reports
- Advising on capital structure, fundraising, and strategic transactions
- Other mutually agreed upon financial advisory services

2. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue on a month-to-month basis.

Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party. In the event of termination, Provider shall be compensated for all services rendered up to the effective date of termination.

3. RETAINER AND COMPENSATION

In consideration for the services rendered, Client agrees to pay Provider compensation as follows:

- Monthly Retainer:** Client shall pay a recurring monthly retainer fee of \$ _____.
- Payment Terms:** The monthly retainer is payable in advance, due on the _____ day of each month.
- Additional Hours:** If the scope of work exceeds _____ hours in any given calendar month, additional hours will be billed at an hourly rate of \$ _____ per hour, subject to prior written approval from Client.

4. EXPENSES

Client shall reimburse Provider for reasonable, pre-approved, out-of-pocket business expenses incurred in connection with performing the services under this Agreement, subject to the submission of valid receipts and documentation.

5. INDEPENDENT CONTRACTOR STATUS

Provider is an independent contractor and is not an employee, partner, or agent of Client. Provider shall be solely responsible for all self-employment taxes, income taxes, and insurance related to the performance of services under this Agreement.

6. CONFIDENTIALITY

Provider acknowledges that in the course of performance, Provider will have access to non-public, proprietary, and confidential information of Client. Provider agrees to maintain the strict confidentiality of all such information and shall not disclose or use it for any purpose other than executing the services defined in this Agreement, except as required by law.

7. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any consequential, indirect, incidental, or special damages. Provider's total liability under this Agreement shall not exceed the total amount of fees paid by Client to Provider during the _____ months immediately preceding the event giving rise to liability.

8. 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 laws principles.

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, written or oral. Any amendments must be made in writing and signed by both parties.

CLIENT:

Entity: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

PROVIDER:

Entity: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

