

FRACTIONAL CFO SERVICE LEVEL AND RETAINER AGREEMENT

This Fractional CFO Service Level and Retainer Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

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

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

1. Scope of Services

The CFO shall provide fractional Chief Financial Officer services to the Company, which shall include the following duties and responsibilities:

- Financial strategy, planning, and analysis.
- Cash flow forecasting, budgeting, and financial modeling.
- Oversight of bookkeeping, accounting practices, and internal controls.
- Preparation and presentation of monthly financial reports.
- Participation in executive meetings, board meetings, and investor relations as required.
- Other advisory services as mutually agreed upon.

2. Service Levels & Availability

The CFO shall allocate up to _____ hours per _____ to perform the Services under this Agreement.

The CFO's general response times and availability shall be as follows:

- Standard business hours: _____ to _____, _____ through _____.
- Response to email/phone inquiries: Within _____ hours.
- Emergency or critical system-down support: Within _____ hours.

3. Retainer & Fees

In consideration for the Services, the Company shall pay the CFO fees as detailed below:

- **Monthly Retainer:** The Company shall pay a recurring monthly retainer fee of _____, due on the _____ day of each month in advance of the services provided.
- **Additional Hours:** Any hours worked beyond the agreed-upon hours per period will be billed at an hourly rate of _____, subject to prior written approval from the Company.
- **Expenses:** The Company shall reimburse the CFO for all reasonable, pre-approved travel and out-of-pocket expenses incurred in connection with the Services.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall continue on a _____ basis until terminated.

Either party may terminate this Agreement at any time, with or without cause, by giving _____ days written notice to the other party. In the event of termination, the Company shall compensate the CFO for all services performed up to the date of termination.

5. Confidentiality

During the term of this Agreement and thereafter, the CFO agrees to keep confidential and not disclose to any third party any non-public, proprietary, or confidential information of the Company, including but not limited to financial data, business plans, customer lists, and operational secrets.

6. Independent Contractor Relationship

The CFO is an independent contractor and is not an employee, partner, or joint venturer of the Company. The CFO is solely responsible for all tax withholding, social security, unemployment insurance, and any other obligations arising from payments made under this Agreement.

7. Limitation of Liability

The CFO's liability for any claims, losses, or damages arising out of this Agreement shall be limited to the total amount of fees paid by the Company to the CFO during the _____ months preceding the event giving rise to the claim.

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 agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

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

For the Company:

Signature

Printed Name

Title

Date

For the CFO:

Signature

Printed Name

Title

Date

