MASTER CONSULTING RETAINER AGREEMENT

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This Master Consulting Retainer Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date"), by and between:

CONSULTANT:

[YOUR BUSINESS NAME], a [STATE OF INCORPORATION / ENTITY TYPE, E.G., DELAWARE LLC] Having its principal place of business at: [YOUR BUSINESS MAILING ADDRESS] Email: [YOUR PROFESSIONAL EMAIL] ("Consultant")

AND

CLIENT:

[CLIENT LEGAL ENTITY NAME], a [STATE OF INCORPORATION / ENTITY TYPE] Having its principal place of business at: [CLIENT MAILING ADDRESS] Email: [CLIENT DESIGNATED CONTACT EMAIL] ("Client")

(Consultant and Client may collectively be referred to as the "Parties," or individually as a "Party.")

RECITALS

WHEREAS, Client desires to retain Consultant to provide ongoing professional advisory and consulting services, and Consultant agrees to provide such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. RETAINER MODEL AND ENGAGEMENT STRUCTURE

The engagement governed by this Agreement shall follow the model specified in Schedule A:

[ ] Model 1: Pay-for-Access (Strategic Advisory Availability)

[ ] Model 2: Pay-for-Work (Defined Monthly Deliverables)

[ ] Model 3: Hourly Drawdown Retainer (Pre-Paid Monthly Hour Allocation)

2. SCOPE OF SERVICES AND AVAILABILITY

2.1 Services: Consultant shall render professional consulting services as described in Schedule A attached hereto. **2.2 Availability:** Consultant shall maintain general professional availability during regular business hours ([CORE BUSINESS HOURS, E.G., 9:00 AM TO 5:00 PM EST], Monday through Friday, excluding federal holidays). Consultant shall use commercially reasonable efforts to respond to Client inquiries within [RESPONSE TIME, E.G., 24 BUSINESS HOURS]. **2.3 Exclusions:** Any services not explicitly identified in Schedule A, including direct operational implementation or large-scale development, shall be deemed out-of-scope and subject to a separate written Statement of Work.

3. RETAINER FEE AND PAYMENT TERMS

3.1 Monthly Base Retainer Fee: Client shall pay Consultant a recurring monthly base retainer fee of $[MONTHLY RETAINER FEE AMOUNT] ("Retainer Fee"), due and payable in advance on or before the first (1st) day of each calendar month. **3.2 First Month Proration:** If the Effective Date occurs on a day other than the first of the month, the Retainer Fee for the initial month shall be prorated on a per diem basis and payable upon execution of this Agreement. **3.3 Advance Payment Condition:** Consultant's obligation to reserve calendar capacity and perform services for any billing cycle is expressly conditioned upon Consultant's receipt of the applicable Retainer Fee in cleared funds. **3.4 Late Payments:** Undisputed amounts past due by more than [GRACE PERIOD, E.G., 10 CALENDAR DAYS] may accrue interest at [AGREED LATE-PAYMENT RATE, IF ANY], not exceeding the maximum rate permitted by applicable law, from the due date until paid in full. If no rate is agreed or the applicable limit is uncertain, omit this provision pending review by qualified local counsel.

4. HOURS ALLOCATION AND STRICT NON-ROLLOVER POLICY

(Applicable to Model 3: Hourly Drawdown Retainers) **4.1 Base Hours Block:** The Retainer Fee covers up to [INCLUDED BASE HOURS, E.G., 20.00] hours of professional consulting services per calendar month. **4.2 Non-Rollover Policy:** The Parties agree that unused base hours in any calendar month expire at the conclusion of that monthly billing cycle and do not roll over, accumulate, or carry forward. The Parties intend the Model 3 Retainer Fee to compensate Consultant for reserving the monthly capacity described in Schedule A, not merely to prepay for hours actually worked. No automatic month-end credit is provided for unused hours. Any refund or reconciliation following termination remains subject to Section 7.3 and applicable law.

5. OVERAGE WORK AND WRITTEN PRE-AUTHORIZATION

5.1 Threshold Notification: Consultant shall notify Client in writing (email sufficient) when cumulative monthly service time reaches approximately [ALERT THRESHOLD, E.G., 80%] of the monthly base allocation. **5.2 Overage Authorization:** Any work performed in excess of the monthly base hours shall be billed at the overage rate of $[OVERAGE HOURLY RATE] per hour. Consultant shall not perform work exceeding the base allocation without prior written authorization from Client's designated representative. **5.3 Overage Invoicing:** Approved overage hours shall be invoiced in arrears at the conclusion of the service month and payable within [OVERAGE PAYMENT TERMS, E.G., NET 14 DAYS] of invoice date.

6. REIMBURSABLE EXPENSES

Client shall reimburse Consultant for reasonable, actual, out-of-pocket project expenses (e.g., travel, specialized software licenses) incurred in connection with the services, provided that Consultant obtains Client's prior written approval for any individual expense exceeding $[EXPENSE PRE-APPROVAL THRESHOLD, E.G., $100.00]. Consultant shall provide itemized receipts with month-end invoices.

7. TERM AND TERMINATION

7.1 Initial Term: This Agreement commences on the Effective Date and shall continue for an initial term of [INITIAL TERM DURATION, E.G., 3 MONTHS], unless terminated earlier in accordance with Section 7.2. **7.2 Termination for Convenience:** Either Party may terminate this Agreement without cause by providing at least [TERMINATION NOTICE PERIOD, E.G., 30 DAYS] prior written notice to the other Party. **7.3 Financial Effect of Termination:** Upon termination, Client shall remain obligated to pay for all approved services and overages rendered through the effective date of termination. Treatment of prepaid Retainer Fees for the active monthly cycle depends on the selected retainer model, actual services rendered or capacity reserved, and applicable state law: (a) for Model 1 (Pay-for-Access), the Parties may agree that the fee is earned in exchange for reserving dedicated availability, but whether it is non-refundable depends on the agreement, the facts, and applicable state law; (b) for Model 2 (Pay-for-Work) and Model 3 (Hourly Drawdown), prepaid amounts attributable to unperformed deliverables or unworked hours may require pro-rata reconciliation or refund unless the agreement validly allocates the payment to reserved capacity under applicable law. Fees for future months following the effective termination date will not be billed.

8. INDEPENDENT CONTRACTOR STATUS AND TAX COMPLIANCE

8.1 Independent Contractor: Consultant is an independent contractor. Neither Consultant nor Consultant's personnel shall be deemed employees, agents, or partners of Client. Consultant retains full control over the manner, means, and methods of performing the services. **8.2 Taxes:** Consultant is solely responsible for all federal, state, and local taxes, self-employment taxes, and social security withholdings arising from compensation paid under this Agreement. **8.3 Tax Documentation:** Prior to receiving payment, Consultant shall deliver to Client a completed and signed IRS Form W-9 pursuant to 26 U.S.C. Section 6109. Information reporting shall be administered by Client under the applicable federal rules and forms for the payment type and tax year, including the $2,000 general Form 1099-NEC threshold for reportable nonemployee compensation paid in 2026, subject to applicable exceptions. Certain attorneys' fees may be reportable on Form 1099-NEC, medical and health-care payments may be reportable on Form 1099-MISC, and payment-card or qualifying third-party network transactions may be reportable on Form 1099-K. Client shall consult current IRS instructions when determining whether a payment is reportable and which information return applies.

9. CONFIDENTIALITY

9.1 Confidential Information: Each Party agrees to protect the proprietary and confidential information of the other Party with the same degree of care it uses for its own confidential data, but in no event less than a reasonable standard of care. Confidential information shall not include information that is publicly known, already known to the recipient, or independently developed without reference to the disclosing Party's materials.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Background IP: Consultant retains sole and exclusive ownership of all pre- existing intellectual property, methodologies, frameworks, templates, and tools developed prior to or independently of this Agreement ("Consultant Background IP"). Consultant grants Client a non-exclusive, perpetual, worldwide license to use such Background IP solely as incorporated into final deliverables. **10.2 Custom Deliverables:** Upon Consultant's receipt of full payment of all applicable fees, Consultant assigns to Client all right, title, and interest in and to the custom deliverables created specifically for Client under this Agreement pursuant to 17 U.S.C. Section 204(a).

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING STATE], without regard to its conflict of law principles. **11.2 Optional Venue and Jurisdiction:** Subject to applicable state law, any suit, action, or proceeding arising out of this Agreement may be brought in the state or federal courts located in [COUNTY AND STATE, SUBJECT TO LOCAL COUNSEL REVIEW], and each Party consents to the [EXCLUSIVE / NON-EXCLUSIVE] jurisdiction of such courts. **11.3 Optional Dispute Resolution Step (Customize with Legal Counsel):** Before initiating formal litigation or [OPTIONAL: MEDIATION / BINDING OR NON-BINDING ARBITRATION UNDER AGREED RULES], the Parties [SHALL / MAY] attempt in good faith to resolve any dispute through written notice and direct executive negotiation within [NEGOTIATION PERIOD, E.G., 15 BUSINESS DAYS]. Enforceability of venue, fee-shifting, and arbitration clauses varies by state; consult licensed counsel before selecting or executing these optional terms.

IN WITNESS WHEREOF, the Parties have executed this Master Consulting Retainer Agreement as of the Effective Date, evidencing their mutual assent.

CONSULTANT:

[YOUR BUSINESS NAME] By: _____ Name: [YOUR LEGAL NAME] Title: [YOUR PROFESSIONAL TITLE] Date: [DATE SIGNED]

CLIENT:

[CLIENT LEGAL ENTITY NAME] By: _____ Name: [CLIENT AUTHORIZED REPRESENTATIVE NAME] Title: [CLIENT REPRESENTATIVE TITLE] Date: [DATE SIGNED]

SCHEDULE A: RETAINER PARAMETERS AND SCOPE OF SERVICES

1. Retainer Model (Select One):

   [ ] Model 1: Pay-for-Access (Strategic Advisory Availability)

   [ ] Model 2: Pay-for-Work (Defined Monthly Deliverables)

   [ ] Model 3: Hourly Drawdown Retainer (Pre-Paid Monthly Hour Allocation)

2. Monthly Base Retainer Fee: $[MONTHLY RETAINER FEE, E.G., 4,500.00]

3. Monthly Included Hours: [COMPLETE FOR MODEL 3; OTHERWISE ENTER N/A]

4. Hourly Overage Rate: [RATE, IF APPLICABLE; OTHERWISE ENTER N/A]

5. Core Advisory Scope:

   • Weekly executive strategic review and performance analysis

   • Operations workflow evaluation and vendor selection guidance

   • Ad hoc strategic email and telephone consultation

6. Scope Exclusions: Software coding, manual data entry, on-site staffing

7. Client Authorized Representative for Overages: [CLIENT DESIGNEE NAME & EMAIL]