PROFESSIONAL CONSULTING SERVICES AGREEMENT

Agreement Date: January 10, 2024
Project Code: CONS-2024-001

CONTRACTING PARTIES

Service Provider: Strategic Business Advisors LLC
Principal Address: 789 Consultant Way, Suite 200, Boston, MA 02101
Tax ID: 98-7654321
Primary Contact: David Rodriguez, Managing Partner

Client: Riverstone Financial Services
Corporate Address: 321 Banking Plaza, Charlotte, NC 28202
Federal ID: 12-3456789
Primary Contact: Lisa Thompson, Chief Operations Officer

SCOPE OF SERVICES

Strategic Business Advisors LLC will provide comprehensive digital transformation consulting services including business process analysis, technology roadmap development, and change management support for Riverstone Financial Services' core banking modernization initiative.

FINANCIAL TERMS

Contract Value

- **Total Project Value: $280,000 USD**
- **Payment Structure: Time and materials basis**
- **Hourly Rates:**
    - **Senior Partner: $350/hour**
    - **Principal Consultant: $275/hour**
    - **Senior Consultant: $200/hour**
    - **Junior Consultant: $125/hour**

Payment Terms

- **Invoicing: Monthly invoicing by the 5th of each month**
- **Payment Due: Net 30 days from invoice date**

- **Expense Reimbursement: Pre-approved expenses at cost plus 10% administrative fee**
- **Not-to-exceed Cap: $280,000 without written client authorization**

PROJECT TIMELINE

- **Project Start Date: February 1, 2024**
- **Estimated Completion: August 31, 2024**
- **Project Duration: 7 months**
- **Key Milestones:**
  - **Phase 1 (Current State Analysis): March 15, 2024**
  - **Phase 2 (Future State Design): May 15, 2024**
  - **Phase 3 (Implementation Planning): July 15, 2024**
  - **Phase 4 (Change Management): August 31, 2024**

OBLIGATIONS AND RESPONSIBILITIES

Consultant Obligations

- **Provide qualified personnel with appropriate expertise in banking technology**
- **Deliver all work products according to agreed specifications and timeline**
- **Maintain professional indemnity insurance of minimum $2 million**
- **Provide weekly status reports and monthly executive summaries**
- **Ensure all work meets industry best practices and regulatory requirements**
- **Maintain strict confidentiality of all client information and data**

Client Obligations

- **Provide reasonable access to facilities, systems, and personnel**
- **Designate a project manager to coordinate activities**
- **Provide timely feedback and approvals on deliverables**
- **Make key stakeholders available for interviews and workshops**
- **Pay invoices according to agreed payment terms**

- **Provide secure workspace and IT access as needed**

INTELLECTUAL PROPERTY RIGHTS

All methodologies, frameworks, and pre-existing intellectual property brought by Strategic Business Advisors remain their property. All work products, analyses, and recommendations created specifically for this engagement become the property of Riverstone Financial Services upon full payment.

CONFIDENTIALITY AND NON-DISCLOSURE

Both parties acknowledge access to confidential information including financial data, strategic plans, customer information, and proprietary processes. Each party agrees to:

- **Maintain strict confidentiality during and after the engagement**
- **Limit access to information on a need-to-know basis**
- **Return or destroy confidential materials upon project completion**
- **Confidentiality obligations survive for seven (7) years post-engagement**

LIABILITY AND INDEMNIFICATION

Strategic Business Advisors' liability is limited to the total fees paid under this agreement. Client agrees to indemnify consultant against claims arising from client's use of deliverables beyond the scope of recommendations. Neither party shall be liable for consequential, indirect, or punitive damages exceeding $500,000.

TERMINATION PROVISIONS

- **Termination for Convenience: Either party may terminate with 30 days written notice**
- **Termination for Cause: Immediate termination for material breach, fraud, or insolvency**
- **Wind-down Period: 15 days to complete work in progress and transfer knowledge**
- **Final Payment: Pro-rated payment for work completed through termination date**

- **Return of Materials: All confidential information must be returned within 5 business days**

DISPUTE RESOLUTION

Initial disputes shall be addressed through good faith negotiations. If unresolved within 30 days, disputes will be submitted to mediation through the American Arbitration Association. If mediation fails, binding arbitration will be conducted in Charlotte, North Carolina.

GOVERNING LAW AND JURISDICTION

This agreement is governed by North Carolina state law. Any legal proceedings shall be conducted in Mecklenburg County, North Carolina courts.

ADDITIONAL TERMS

- **Independent Contractor: Strategic Business Advisors is an independent contractor, not an employee**
- **Compliance: All services will comply with applicable banking regulations and industry standards**
- **Insurance: Consultant maintains errors & omissions coverage of $2 million minimum**
- **Background Checks: All personnel working on-site will pass required background screening**

SIGNATURES

Strategic Business Advisors LLC
Signature: David Rodriguez
Title: Managing Partner
Date: January 10, 2024

Riverstone Financial Services
Signature: Lisa Thompson
Title: Chief Operations Officer
Date: January 10, 2024

This agreement supersedes all previous negotiations and constitutes the entire agreement between the parties.