

Retainer Agreement for Government Contracting Consulting Services

This Retainer Agreement ("Agreement") is entered into by and between:

Sohail Khan, Consultant. Export Connect USA LLC

5900 Balcones Drive, Suite 100. Austin, Texas 78731, United States

Effective Date: [TBD]

1. Scope of Services

The Consultant agrees to provide consulting services to support the Client in starting and establishing a business capable of competing for government contracts at the federal, state, and/or local level. Services may include but are not limited to:

- Business formation guidance and registration
- Business Plan
- Federal registrations (e.g., SAM.gov, UEI, SBA profile)
- State and local vendor registrations
- Assistance with certifications (e.g., 8(a), WOSB, HUBZone, SDVOSB, MBE, etc.)
- Capabilities statement development
- Market research and opportunity identification
- Proposal and bid strategy development
- Compliance and contracting guidance
- General business and operations support related to contracting readiness

2. Retainer Fees & Billing

The Client agrees to retain the Consultant for an initial period of [X months] beginning on [Start Date]. During this period:

- A monthly retainer fee of \$2500.00 shall be paid in advance on 1st day of each month.
- The monthly retainer includes up to [20] hours of consulting services.
- Additional services beyond the included hours will be billed at \$ 125.00 per hour, with prior written approval from the Client.

3. Term & Termination

- This Agreement shall commence on the date written above and continue on a month-to-month basis unless terminated by either party with thirty (30) days written notice.
- Either party may terminate this Agreement immediately upon breach by the other party.
- Upon termination, any unpaid fees and reimbursable expenses will be due and payable immediately.

4. Confidentiality

Both parties agree to maintain strict confidentiality regarding all information, data, and materials exchanged in the course of this engagement, and not to disclose such information to any third party without prior written consent.

5. Independent Contractor

The Consultant shall perform all services under this Agreement as an independent contractor and not as an employee or agent of the Client.

6. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement. Consultant's total liability shall not exceed the total fees paid by the Client under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflicts of law principles.

8. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

5.10111.
Signature:
Name: [TBD]
Title:
Data:

Consultant:

Client:

Signature: Sohal Klan

Name: Sohail Khan

Title: CEO/Chief Consultant

Date: TBD