

Deihm Professional Services, LLC

SAMPLE CONSULTING SERVICES AGREEMENT

*Deihm Professional Services, LLC consulting agreement
sample*

Version 1.0

Effective Date: August 1, 2026

Sample / Discussion Draft Notice

This sample agreement is provided for prospective customers as an overview of Deihm Professional Services, LLC's standard consulting engagement structure. Each final agreement, statement of work, pricing schedule, and exhibit should be tailored to the specific engagement, reviewed by counsel, and signed by the parties before services begin.

Document Control

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1.1	_____	_____	_____
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Document Control Statement

Controlled Document

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Contents

1. Agreement Overview	1
2. Parties.....	1
3. Sample Purpose and Engagement-Specific Use	1
4. Recitals and Business Purpose.....	1
5. Services Provided	1
6. Scope of Work, Work Orders, and Exclusions	2
7. Client Responsibilities	2
8. Service Provider Responsibilities	2
9. Project Management and Communication	3
10. Fees, Invoicing, and Payment Terms	3
11. Work Product and Intellectual Property	3
12. Confidentiality	3
13. Data Security and Record Retention.....	4
14. Compliance, Client Materials, and Professional Standards	4
15. Insurance	4
16. Limitation of Liability	4
17. Indemnification.....	4
18. Term and Termination	4
19. Independent Contractor Relationship	5
20. Notices.....	5
21. Governing Law and Venue	5
22. Entire Agreement, Order of Precedence, and Amendments	5
23. Exhibits	5
24. Signatures	6

1. Agreement Overview

This Consulting Services Agreement ("Agreement") sets forth the general terms under which Deihm Professional Services, LLC ("Service Provider") may provide consulting, advisory, documentation, compliance-support, data, process improvement, and related professional services to the business client identified in the applicable statement of work, work order, proposal, or engagement letter ("Client"). Services are provided on an as-needed or project-specific basis, subject to written engagement scope, scheduling availability, client readiness, applicable law, and mutually accepted assignment instructions.

2. Parties

This Agreement is entered into by and between Deihm Professional Services, LLC, a Pennsylvania limited liability company, and [Business Client Legal Name], with its principal business address at [Client Address]. Client may be a business, nonprofit, financial institution, community development entity, professional services firm, public-sector partner, or another organization requesting consulting or advisory support services.

3. Sample Purpose and Engagement-Specific Use

This sample is intended to show prospective customers the general structure and expectations that may apply to a consulting engagement. The final agreement will be customized to the engagement type, project scope, pricing model, deliverables, timeline, data access needs, confidentiality requirements, and risk allocation agreed by the parties. The final agreement and exhibits should be reviewed by counsel before execution.

4. Recitals and Business Purpose

Client may require focused consulting support to improve operations, compliance documentation, data practices, reporting, business processes, grant or program readiness, impact measurement, community development workflows, document control, or other business functions. Service Provider offers consulting and advisory services designed to help clients organize information, strengthen processes, document responsibilities, and support informed decision-making. The parties intend to define the scope, responsibilities, limitations, pricing, communication expectations, confidentiality obligations, and engagement-specific terms that apply to requested consulting services.

5. Services Provided

Subject to the terms of this Agreement and the applicable statement of work, Service Provider may provide consulting services such as:

- Business process review, workflow mapping, and operational improvement recommendations.
- Document control support, policy drafting assistance, procedure development, and template organization.
- Compliance-support services, including readiness support, documentation review, issue tracking, and control framework alignment.
- Master data management support, data inventory assistance, data quality review, and reporting structure recommendations.
- Impact data, grant reporting, community development, or NMTC-related documentation and reporting support when included in the statement of work.
- Stakeholder interviews, information gathering, meeting facilitation, project coordination, and action-item tracking.
- Development of written deliverables such as summaries, implementation roadmaps, templates, dashboards, checklists, guides, process narratives, decision logs, and project closeout materials.

6. Scope of Work, Work Orders, and Exclusions

Service Provider's obligations are limited to the consulting services expressly described in the applicable statement of work, proposal, work order, engagement letter, or written amendment. Each engagement-specific document should identify the requested services, deliverables, assumptions, exclusions, dependencies, client responsibilities, due dates or milestones, pricing, and acceptance process.

Included Scope	Excluded Scope
Providing consulting, advisory, documentation, data, reporting, and process-support services within the approved statement of work.	Providing legal advice, legal opinions, tax advice, investment advice, audit opinions, attestation services, or regulated professional services unless separately authorized in writing and legally permitted.
Reviewing client-provided materials for organization, completeness, clarity, workflow gaps, process risks, or operational improvement opportunities.	Guaranteeing business outcomes, funding approvals, program eligibility, lender approval, grant award, regulatory acceptance, audit results, financial performance, or third-party decisions.
Creating templates, draft narratives, checklists, implementation support materials, or recommendations for client review.	Acting as Client's attorney, accountant, auditor, fiduciary, employee, officer, broker, lender, grantor, regulator, or authorized representative unless expressly stated in writing.
Facilitating project communication and maintaining agreed project documentation.	Making final business, legal, financial, employment, regulatory, or compliance decisions on Client's behalf.

7. Client Responsibilities

Client is responsible for the underlying business decisions, records, approvals, and implementation choices related to the engagement. Client agrees to:

- Provide complete, accurate, timely, and relevant information, documents, data, system access, points of contact, and background context needed for the engagement.
- Designate an authorized project contact who can approve scope decisions, provide feedback, answer questions, and coordinate internal resources.
- Review deliverables promptly and provide consolidated feedback within the timeframe stated in the statement of work.
- Confirm that Client has the right to share all materials, data, and third-party information provided to Service Provider.
- Obtain counsel, tax, accounting, audit, regulatory, or other professional review when required for Client's decisions, documents, filings, or final use of deliverables.
- Pay all agreed fees, reimbursable expenses, rush fees, cancellation fees, or special handling charges stated in the applicable proposal, pricing schedule, or statement of work.

8. Service Provider Responsibilities

Service Provider will perform the consulting services in a professional manner consistent with the approved engagement scope. Service Provider agrees to:

- Use reasonable professional care when preparing deliverables, recommendations, templates, summaries, or advisory materials.
- Communicate material scope questions, missing information, project dependencies, or known blockers in a timely manner.
- Provide deliverables in the format and delivery method stated in the applicable statement of work or otherwise agreed in writing.

- Maintain engagement records and client information consistent with this Agreement and applicable internal policies.
- Identify when a request appears outside the approved scope and recommend a written amendment, revised work order, or separate engagement if needed.

9. Project Management and Communication

The parties may use email, Microsoft Teams, SharePoint, OneDrive, secure portals, project trackers, or other agreed tools to manage communication, document exchange, comments, and deliverable review. The statement of work should identify expected meeting cadence, primary contacts, communication channels, approval checkpoints, and escalation contacts when needed.

- Client-specific documents should not be transmitted through unsecured channels when sensitive, confidential, or regulated information is involved.
- Project timelines may be adjusted when Client materials, approvals, data access, stakeholder availability, or third-party dependencies are delayed.
- Out-of-scope requests, material changes, added deliverables, expedited timelines, or expanded stakeholder support may require a written change order.

10. Fees, Invoicing, and Payment Terms

Fees will be charged according to the applicable pricing schedule, accepted proposal, statement of work, written quote, or mutually accepted assignment terms. Unless otherwise agreed in writing, invoices may be issued monthly, by milestone, or upon completion of agreed deliverables.

Billing Item	Treatment
Consulting service fee	Charged hourly, by project, by retainer, by milestone, or by package as stated in Exhibit A or the accepted statement of work.
Discovery / assessment fee	May apply for initial review, readiness assessment, scoping, or diagnostic work.
Reimbursable expenses	Charged only when approved in writing or stated in the applicable statement of work.
Rush, cancellation, rescheduling, or special handling fees	Apply only as stated in Exhibit A, the statement of work, or written fee notice.
Payment terms	Net [15 / 30] days from invoice date unless otherwise agreed in writing.

11. Work Product and Intellectual Property

Unless otherwise stated in the applicable statement of work, Client will own final deliverables prepared specifically for Client after full payment is received. Service Provider retains ownership of its pre-existing methods, templates, tools, know-how, sample language, frameworks, training materials, reusable forms, and general business knowledge. Service Provider may reuse general methods, lessons learned, and non-confidential know-how, but will not disclose Client confidential information.

12. Confidentiality

Each party will maintain the confidentiality of non-public information received in connection with this Agreement, including business records, operational information, financial information, data files, client

information, employee information, system access information, strategic plans, and project materials. Confidential information may be used only to perform, administer, document, or enforce the services and this Agreement.

13. Data Security and Record Retention

Service Provider will use reasonable administrative, technical, and physical safeguards designed to protect non-public information handled in connection with the services. Client-specific records will be created, accessed, stored, shared, and retained in accordance with applicable law, engagement requirements, platform functionality, and Service Provider's Data Security and Record Retention Policy. Client remains responsible for its own retention, privacy, information governance, and regulatory obligations.

14. Compliance, Client Materials, and Professional Standards

Service Provider will rely on Client-provided information, documents, data, and instructions unless obvious errors or gaps are identified during the engagement. Client remains responsible for final decisions, legal compliance, regulatory filings, management approvals, implementation, monitoring, and third-party submissions. Service Provider may decline or pause work when requested services appear unlawful, unethical, outside scope, unsupported by necessary information, or inconsistent with professional standards.

15. Insurance

Service Provider may maintain general business liability insurance, cyber/privacy coverage, professional liability coverage, or other coverage appropriate to the services. Proof of coverage may be provided upon reasonable request, subject to availability and carrier documentation.

16. Limitation of Liability

To the fullest extent permitted by law, Service Provider's liability is limited to direct damages caused by Service Provider's failure to perform the consulting services expressly required under this Agreement. Service Provider will not be liable for indirect, incidental, special, punitive, consequential, or lost-profit damages, or for lost funding, business interruption, regulatory action, third-party rejection, client implementation decisions, or outcomes not caused by Service Provider's breach of this Agreement. Unless prohibited by law, Service Provider's total aggregate liability under this Agreement will not exceed the amounts paid to Service Provider for the specific assignment giving rise to the claim or another amount agreed in writing by the parties.

17. Indemnification

Client will indemnify and hold Service Provider harmless from claims, losses, costs, liabilities, penalties, and expenses arising from Client-provided documents, Client instructions, inaccurate or incomplete information supplied by Client, Client implementation decisions, third-party disputes, Client's failure to obtain required professional review, or Client's failure to comply with applicable law, except to the extent caused by Service Provider's gross negligence, willful misconduct, or unlawful act.

18. Term and Termination

This Agreement begins on the Effective Date and continues until terminated by either party or replaced by a signed agreement. Either party may terminate this Agreement with [15 / 30] days written notice. Either party may terminate immediately for material breach that is not cured within a reasonable period

after written notice. Termination does not relieve Client of payment obligations for services performed, approved fees incurred, expenses authorized, or records already created before termination.

19. Independent Contractor Relationship

Service Provider is an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture, partnership, fiduciary, attorney-client, accountant-client, auditor-client, or regulated professional relationship between the parties. Service Provider has no authority to bind Client or make final business, legal, financial, regulatory, employment, or compliance decisions on Client's behalf.

20. Notices

Notices under this Agreement must be provided in writing to the addresses or email contacts designated by the parties. Each party is responsible for notifying the other party of updated notice contact information.

21. Governing Law and Venue

This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law rules. Venue for any dispute will be in the appropriate court located in Pennsylvania unless the parties agree otherwise in writing.

22. Entire Agreement, Order of Precedence, and Amendments

This Agreement, together with accepted statements of work, work orders, exhibits, schedules, and written amendments, constitutes the entire agreement between the parties regarding the services. If there is a conflict, the following order of precedence applies unless otherwise stated in writing: signed amendment, accepted statement of work or work order, this Agreement, then exhibits or schedules. This Agreement may be modified only in writing signed or otherwise accepted by both parties.

23. Exhibits

Exhibit	Description
Exhibit A	Consulting Pricing Schedule or Accepted Proposal
Exhibit B	Statement of Work / Work Order / Engagement Letter
Exhibit C	Data Security and Record Retention Policy
Exhibit D	Client-Specific Project Plan, Workflow Instructions, or Deliverable Acceptance Criteria
Exhibit E	Optional Confidentiality, Data Access, or Business Associate Terms, if applicable

24. Signatures

The parties agree to the terms of this Agreement as of the Effective Date stated above.

Deihm Professional Services, LLC	[Business Client Legal Name]
By: _____	By: _____
Name: Tara Deihm	Name: _____
Title: Principal & Chief Consultant	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____