

ELECTRO THERMAL DESIGN

DESIGN / ETD • ADVISORY RETAINER AGREEMENT

// PARTIES & EFFECTIVE DATE

This Advisory Retainer Agreement ("Agreement") is entered into between Electro Thermal Design LLC ("Consultant") and the client identified below ("Client"), effective as of the date signed.

Client / Company Name: _____

Client Contact & Email: _____

Effective Date: _____

// RETAINER TIER & FEE

Client selects the following retainer tier (see attached Pricing Tier Sheet for full details):

Tier Selected (On-Call / Embedded / Priority): _____

Monthly Fee: \$ _____

Included Hours per Month: _____

Overage Rate: \$ /hr (billed automatically beyond included hours) _____

// SCOPE OF SERVICES

Retainer hours cover advisory-level engineering support, including:

- Design reviews and technical second opinions on thermal/mechanical decisions
- Phone/email consultation and quick-turn engineering calculations
- Directional guidance on cooling strategy, packaging, and material selection
- Scheduled check-in calls (tier-dependent, per Pricing Tier Sheet)

Detailed design and validation work must be scoped and billed separately as project work. Retainer hours cover advisory time only — light analysis, reviews, and directional guidance.

// RESPONSE TIME & AVAILABILITY

Consultant will respond to Client requests within the response SLA defined for the selected tier on the Pricing Tier Sheet. Response times are business days and may be affected by Consultant's other engagements; Consultant will provide advance notice of any planned unavailability exceeding 3 business days.

// HOURS, ROLLOVER & OVERAGE

- Included hours reset at the start of each monthly billing cycle and do not roll over.
- Hours used beyond the monthly allotment are billed at the overage rate above and invoiced at the end of the billing cycle.
- Client will receive a running log of hours used upon request.

// FEES & PAYMENT

- The monthly retainer fee is billed in advance, due within 15 days of invoice date.
- Overage charges (if any) are billed in arrears at the end of each month.
- Late payments beyond 15 days past due may result in suspension of services until account is current.

// TERM & TERMINATION

This Agreement runs month-to-month beginning on the Effective Date. Either party may cancel or modify the retainer tier with 30 days' written notice (email is acceptable). Fees for the notice period remain due regardless of usage.

// CONFIDENTIALITY

Each party agrees to keep confidential any proprietary technical or business information disclosed by the other party in connection with this Agreement, and to use such information solely for the purpose of performing under this Agreement.

// INDEPENDENT CONTRACTOR

Consultant performs services as an independent contractor and not as an employee, partner, or agent of Client. Nothing in this Agreement creates an exclusivity obligation on either party.

// SIGNATURES

Client Signature: _____ Date: _____

Consultant Signature: _____ Date: _____

DWIGHT TUCCI, OWNER — ELECTRO THERMAL DESIGN LLC