

RETAINER AGREEMENT

This **Retainer Agreement** ("**Agreement**" hereinafter) has been signed on _____, by and between the following parties;

CONSULTANT

CLIENT

WHEREAS, the Consultant provide legal consultancy services in field of _____ and the Client desires to engage with the Consultant to get services in this field,

WHEREAS, the parties have agreed for the services to be specified in detail in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, the parties agrees as follows;

I. Scope of Services

Within the scope of this Agreement, the consultancy services that the parties agreed to be provided by the Consultant are as follows;

II. Term and Termination

The term of this Agreement is _____, starting from _____ to ending _____, without prejudice to cases where it may be extended due to the nature of the work.

The Client may terminate this Agreement at any time by providing _____ days prior written notice to the Consultant. Upon termination, the Client is responsible for all fees and expenses incurred up to the date of termination.

The Consultant may also terminate this Agreement by providing _____ days prior written notice to the Client.

Both parties may terminate the Agreement for just cause immediately. Good cause includes, but is not limited to, non-payment of fees, failure to cooperate, refuse to provide required documents of information about the subject of the consultancy.

III. Retainer Fee and Billing

The Client agrees to pay the Consultant a retainer fee of \$ _____, which is due upon signing this Agreement. This fee will be deposited into the Consultant's trust account and applied against the Client's outstanding invoices for services rendered. The Consultant's hourly rate for services is \$ _____ per hour.

The Client will be billed monthly for services rendered and expenses incurred. Each bill will include the details of the service rendered. Bills are payable within _____ days from the date of the each bill.

V. Reimbursement for Expenses

Valid expenses made by the Consultant shall be reimbursed by the Client provided that the required documentation is submitted. Reimbursable expenses shall include but not limited to all out-of-pocket expenses incurred in connection with the provision of legal services, court fees, filing fees, travel expenses, and costs of expert witnesses.

These expenses are demandable separately and shall be paid by the Client without delay upon written request of the Consultant.

VI. General Provisions

Exclusivity - This Agreement does not keep the client from hiring other Consultants which means the Client is not only exclusive for the Consultant.

Good Faith Negotiation - Parties involved agreed to cooperate and collaborate with each other in order to come to a resolution that will benefit both parties.

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Representation - The Consultant agrees to provide competent and diligent legal representation to the Client, exercising the degree of skill, care, and professionalism ordinarily exercised by attorneys in similar matters. The Consultant shall keep the Client reasonably informed about the status of the matter and promptly respond to inquiries and requests for information.

VII. Confidentiality

The content of this Retainer Agreement and all information that is disclosed to the other party in accordance with the performance of this Agreement is considered strictly confidential. The Consultant agrees to maintain the confidentiality of all information disclosed by the Client in connection with the representation, in accordance with applicable ethical rules and laws governing attorney-client privilege.

The obligations of confidentiality set forth in this Agreement shall survive the termination or expiration of this Agreement and shall continue indefinitely thereafter.

VII. Non-Waiver

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

VIII. Amendment

No change or modification of this Agreement shall be considered valid and enforceable unless made in writing and agreed upon by the involved parties.

IX. Severability

Should any provision found in this Agreement be held invalid, illegal, or unenforceable by any competent court, the same shall apply only to the provision and the rest of the remaining provisions hereto shall remain valid and enforceable.

X. Assignment

Only the involved parties in this Agreement should perform the services in this Agreement. If third-party services are required, approval from both parties is required in writing.

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XI. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the law of the State of _____ in the U.S.

Any dispute arising out of or in connection with this Agreement shall be settled by the competent courts of _____, unless resolved amicably.

The Consultant

Name

Date

Signature

The Client

Name

Date

Signature



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