

# FORENSIC ACCOUNTING RETAINER AGREEMENT

## PROFESSIONAL FORENSIC AUDIT SERVICES

This Professional Forensic Audit Retainer Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, by and between:

**Forensic Accountant:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Practitioner"), and

**Client:** \_\_\_\_\_, with a principal address of \_\_\_\_\_ (hereinafter referred to as the "Client").

### 1. SCOPE OF SERVICES

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The Client hereby retains the Practitioner to perform professional forensic accounting and investigative services in connection with \_\_\_\_\_. The scope of services may include, but is not limited to, the following:

- a. Analysis, reconstruction, and verification of financial records, bank statements, and transactions.
- b. Identification of financial discrepancies, irregularities, or potential fraudulent activities.
- c. Asset tracing, valuation analysis, and economic damage calculations.
- d. Preparation of formal forensic audit reports, exhibits, and summary findings.
- e. Provision of litigation support, including deposition and trial testimony as an expert witness, if required.

### 2. RETAINER AND FEE STRUCTURE

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In consideration for the services to be performed, the Client agrees to the following financial terms:

- a. **Retainer Fee:** The Client shall pay to the Practitioner a non-refundable retainer fee of \$ \_\_\_\_\_ upon execution of this Agreement. This retainer shall be applied against the final billings for services rendered under this Agreement.
- b. **Hourly Rates:** Professional services shall be billed on an hourly basis at the following rates:
  - o Lead Forensic Accountant: \$ \_\_\_\_\_ per hour
  - o Senior Associate/Investigator: \$ \_\_\_\_\_ per hour
  - o Staff Analyst: \$ \_\_\_\_\_ per hour
- c. **Out-of-Pocket Expenses:** The Client shall reimburse the Practitioner for all reasonable out-of-pocket expenses directly incurred in connection with this engagement, including but not limited to travel, lodging, database search fees, delivery services, and document reproduction.

### 3. BILLING AND PAYMENT TERMS

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The Practitioner shall render monthly itemized invoices to the Client detailing the hours worked, services performed, and expenses incurred. Invoices are due and payable within \_\_\_\_\_ days of the invoice date. If the retainer is depleted, the Practitioner reserves the right to request an additional retainer deposit or suspend work until all outstanding balances are paid in full.

### 4. CLIENT RESPONSIBILITIES AND COOPERATION

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The Client agrees to cooperate fully with the Practitioner and to provide timely access to all financial records, books, accounts, correspondence, and other documentation relevant to the investigation. The Practitioner shall rely on the accuracy and completeness of the information provided by the Client without independent verification, except as expressly agreed within the scope of this audit.

### 5. CONFIDENTIALITY

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The Practitioner agrees to maintain strict confidentiality regarding all proprietary, financial, personal, or legal information obtained from

the Client during the course of this engagement. No confidential information shall be disclosed to any third party without the prior written consent of the Client, except as required by law, subpoena, or professional regulatory standards.

**6. LIMITATION OF LIABILITY**

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The Client acknowledges that the services provided under this Agreement do not guarantee the discovery of all errors, misstatements, omissions, or fraudulent acts. The total liability of the Practitioner, its employees, or agents for any claim arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid to the Practitioner under this Agreement.

**7. TERMINATION OF AGREEMENT**

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Either party may terminate this Agreement at any time upon \_\_\_\_\_ days written notice to the other party. Upon termination, the Client shall pay the Practitioner for all services rendered and expenses incurred up to the effective date of termination, and any unused portion of the retainer, after deducting outstanding fees, shall be returned to the Client.

**8. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any legal actions or proceedings arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Forensic Audit Retainer Agreement as of the date first written above.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Practitioner Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**