

FORENSIC ACCOUNTING SERVICES RETAINER AGREEMENT

This Forensic Accounting Services Retainer Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____, by and between:

Forensic Accountant:

With a principal place of business at:

Client:

With a primary address at:

1. SCOPE OF SERVICES

The Client hereby retains the Forensic Accountant to perform professional forensic accounting services in connection with _____ . The scope of services may include, but is not limited to, the following:

- a. Analysis of financial records, bank statements, tax returns, and corporate transactions;
- b. Identification and tracing of assets, funds, and potential discrepancies;
- c. Preparation of written reports, valuations, exhibits, and summaries of findings;
- d. Participation in meetings, depositions, conferences, and preparation for legal proceedings;
- e. Provision of expert testimony in court, depositions, or administrative hearings, if required.

2. RETAINER AND FEES

As consideration for the services to be performed, the parties agree to the following financial terms:

- a. **Retainer Fee:** The Client shall pay to the Forensic Accountant a non-refundable initial retainer of \$ _____ upon execution of this Agreement. No services shall commence until this retainer is received. This retainer will be applied against the final bill for services or held in trust as security for the payment of fees.
- b. **Hourly Rates:** Professional services rendered by the Forensic Accountant and their staff will be billed at the following hourly rates:
 - o Lead Forensic Accountant: \$ _____ per hour
 - o Senior Analyst: \$ _____ per hour
 - o Associate/Staff Accountant: \$ _____ per hour
 - o Clerical/Support: \$ _____ per hour
- c. **Expert Testimony Fee:** Any time spent preparing for, traveling to, and testifying at depositions, trials, or hearings shall be billed at a rate of \$ _____ per hour, or a daily minimum rate of \$ _____ .

3. EXPENSES AND BILLING

The Client agrees to reimburse the Forensic Accountant for all out-of-pocket expenses incurred in connection with this engagement, including travel, lodging, meals, courier services, specialized database search fees, and photocopy costs. Invoices will be generated _____ and are due and payable within _____ days of the invoice date. Late payments shall be subject to a finance charge of _____ % per month on any unpaid balance.

4. CLIENT RESPONSIBILITIES AND COOPERATION

The Client agrees to provide the Forensic Accountant with full, complete, and timely access to all relevant financial records, documents, systems, and personnel necessary for the completion of the services. The Client represents that all information provided is accurate and complete to the best of their knowledge. The Forensic Accountant shall not be responsible for any delays, errors, or omissions resulting from inaccurate or withheld information.

5. WORK PRODUCT AND OWNERSHIP

All reports, working papers, schedules, and materials developed by the Forensic Accountant during the course of this engagement shall remain the sole property of the Forensic Accountant. Upon full payment of all outstanding invoices, the final written report(s) and deliverables agreed upon under the Scope of Services will be released to the Client.

6. CONFIDENTIALITY

The Forensic Accountant agrees to maintain the strict confidentiality of all proprietary or sensitive information disclosed by the Client during the course of this engagement, and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law, subpoena, or professional standards.

7. TERMINATION OF SERVICES

Either party may terminate this Agreement at any time by providing written notice of _____ days to the other party. In the event of termination, the Forensic Accountant shall be compensated for all professional services rendered and expenses incurred up to the date of termination. If the outstanding balance exceeds the retainer, the Client shall pay the difference immediately. If the retainer exceeds the final invoice amount, the balance shall be refunded to the Client within _____ days.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in _____, in accordance with the rules of the American Arbitration Association.

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

FORENSIC ACCOUNTANT SIGNATURE

Name: _____
Title: _____
Date: _____

CLIENT SIGNATURE

Name: _____
Title: _____
Date: _____