

RETAINER AGREEMENT

FORENSIC ACCOUNTING SERVICES

This Retainer Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Provider:

Address: _____

Email: _____

Client:

Address: _____

Email: _____

1. SCOPE OF SERVICES

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

- a. Analysis, reconstruction, and verification of financial records, bank statements, and transaction histories;
- b. Identification of irregularities, discrepancies, or potential financial misconduct;
- c. Preparation of written reports, exhibits, and summaries detailing findings;
- d. Consultation with the Client, legal counsel, and other authorized representatives; and
- e. Provision of expert witness testimony or deposition preparation, if mutually agreed upon under separate terms.

2. RETAINER AND FEES

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

- a. **Initial Retainer:** The Client shall pay an initial non-refundable retainer fee of \$_____ upon execution of this Agreement. This retainer will be applied toward the final bill or held in trust at the discretion of the Provider.
- b. **Hourly Rates:** Services will be billed at the following hourly rates:
 - Lead Forensic Accountant: \$_____ per hour
 - Senior Analyst: \$_____ per hour
 - Support / Administrative Staff: \$_____ per hour
- c. **Expense Reimbursement:** The Client agrees to reimburse the Provider for all reasonable out-of-pocket expenses incurred, including travel, photocopying, database search fees, and specialized software costs.

3. BILLING AND PAYMENT

The Provider will submit invoices to the Client on a _____ basis. Invoices are due and payable within _____ days of receipt. Interest at a rate of _____% per month may be applied to balances unpaid after the due date. The Provider reserves the right to suspend all services if outstanding invoices remain unpaid.

4. CLIENT COOPERATION AND DOCUMENT ACCESS

The Client agrees to provide the Provider with full, timely, and unrestricted access to all financial records, books, digital files, and other documentation required to perform the services. The Client warrants that all information provided is accurate and complete to the best of their knowledge. The Provider is not responsible for delays or errors resulting from incomplete or inaccurate information provided by the Client.

5. CONFIDENTIALITY

The Provider agrees to maintain the strict confidentiality of all proprietary, sensitive, and financial information disclosed by the Client during the course of the engagement. Confidential information shall not be disclosed to any third party without the Client's prior written consent, except as required by law, subpoena, or professional regulatory standards.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and will continue until the services are completed, unless terminated earlier by either party. Either party may terminate this Agreement at any time upon _____ days' written notice. Upon termination, the Client shall pay the Provider for all services rendered and expenses incurred up to the date of termination.

7. 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 under this Agreement shall first be submitted to non-binding mediation, and if unresolved, to binding arbitration in accordance with the rules of the American Arbitration Association.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, oral or written. Any modifications to this Agreement must be in writing and signed by both parties.

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

CLIENT

Signature

Printed Name

Date

PROVIDER

Signature

Printed Name

Date