

RETAINER AGREEMENT

This agreement, between *Norwich Document Laboratory*, hereinafter referred to as *NDL*, and _____, hereinafter referred to as the **Employer**, in the matter of _____, that in consideration of the terms and conditions hereinafter set forth, it is mutually agreed by *NDL* and the Employer as follows:

1. The Employer hereby employs *NDL* and shall be responsible for all monies due *NDL* in accordance with this agreement regardless of any agreement that the Employer may have with a third party concerning payment of such fees.
2. The Employer shall pay to *NDL* a non-refundable retainer of USD 2,000.00 upon execution of this Agreement. This money represents a minimum fee of USD 400.00 per hour, unless amended by Paragraph 9. This retainer will be applied to the total cost of examination and report, consultations, on-site meetings, and exhibit preparation, which will be at the rate of USD 400.00 per hour, or any part thereof. ***NDL* is not retained, and case examination will not begin until both retainer and executed Retainer Agreement have been received.**
3. The Employer shall compensate *NDL* at the rate of USD 400.00 per hour, or any part thereof, portal to portal, for court or court related testimony, such as depositions and preparation of interrogatories. A separate retainer will be required for court, court related testimony and depositions, with the exception of interrogatories. This retainer, must be received no later than five (5) business days prior to such activity and will be in an amount dependant upon venue and estimated court and standby time. As a courtesy, Opposition will be invoiced for Opposition-requested depositions, however the Employer will be ultimately responsible for payment if not received from Opposition. **The initial minimum examination retainer, as set forth in paragraph 2, does not apply to court/testimony and related functions.**
4. In those instances where travel out of the South Florida area becomes necessary, *NDL* agrees to charge an hourly rate of US\$400.00 (or any part of an hour thereof) not to exceed USD 4,800.00 per day for on-site examinations, and USD 400.00 per hour not to exceed USD 4,800.00 per day for court-related functions. In addition to this rate, the Employer agrees to reimburse *NDL* for all travel related expenses, including business or first class air fare depending upon availability.
5. In addition to all payments set forth above, the Employer shall reimburse *NDL* for any out-of-pocket expenses incurred on behalf of the Employer. These expenses may include, but are not limited to, purchase of specific case-related materials, photographic/photocopying needs, court exhibits, and courier service.
6. In consideration of the above, *NDL* will provide the following for the Employer: Examination and comparison of questioned documents, including written report of such examination and/or affidavit; sworn testimony pertaining to the examination and results; exhibits required to demonstrate such results.
7. Both *NDL* and the Employer shall have the right, at any time, with or without cause, to terminate this agreement. Upon such termination, *NDL* will return to the Employer, upon request, all evidence submitted by the Employer. The Employer agrees to immediately pay to *NDL* all monies due as set forth in this Agreement up to the date of termination.
8. Upon completion of each service rendered by *NDL* to the Employer, and subsequent billing for same, the Employer agrees to immediately pay to *NDL* all compensation set forth in this Agreement. In the event any invoiced monies remain due after a period of sixty (60) days from date of invoice, *NDL* shall have the right to pursue such avenues as necessary to secure said monies at the expense of the Employer. The Employer agrees to pay all costs associated with the collection of any outstanding fees owed *NDL*, including attorney fees and court costs incurred by *NDL* for the collection of monies due and outstanding. Further, the Employer shall pay interest at the rate of 18% on all money deemed overdue.
9. AMENDMENT: _____

_____ (NDL) Dated this ____ day of _____, 20____

_____ (Employer) Dated this ____ day of _____, 20____