RETAINER AGREEMENT

This agreement, between 𝒩orwitch 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 2,500.00 upon execution of this Agreement. This money represents a five-hour minimum fee of USD 500.00 per hour unless amended by Paragraph 9. This retainer will be applied to the total cost of examination and report, consultations, on-site/Zoom meetings, and exhibit preparation, which will be at the rate of USD 500.00 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 500.00 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 related functions.**

4. In those instances where travel out of the South Florida area becomes necessary, 𝒩𝒟ℒ fees are USD 500.00 per hour (or any part of an hour thereof) not to exceed USD 6,000.00 per day for on-site examinations, and USD 500.00 per hour not to exceed USD 6,000.00 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_____