

# RETAINER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTIES TO THIS AGREEMENT:**

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Contact Information: \_\_\_\_\_

## **SERVICE PROVIDER DETAILS:**

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_

Provider Contact Information: \_\_\_\_\_

## **TERM AND TERMINATION:**

This Agreement shall commence upon execution and continue until terminated by either party with a minimum of 30 days' written notice. Either party may terminate this Agreement immediately for cause if the other party breaches any material term and fails to cure such breach within a reasonable period after receiving written notice.

## **SERVICES TO BE PROVIDED:**

The Service Provider agrees to perform professional services as specified in Schedule A attached hereto and incorporated herein. The scope of services may be amended only by written agreement of both parties.

## **FEES AND PAYMENT:**

The Client agrees to pay the Service Provider retainers and fees as detailed in Schedule B attached hereto. Invoices shall be issued monthly and payable within 30 days of receipt. Late payments may incur interest at the statutory rate under UK law.

## **CONFIDENTIALITY:**

Both parties agree to keep all confidential information received during the term of this Agreement strictly confidential and not to disclose such information to any third party without prior written consent, except as required by law or as necessary to perform the obligations herein.

## **INTELLECTUAL PROPERTY:**

Unless otherwise agreed in writing, all intellectual property rights arising out of the services provided shall belong to the Service Provider. The Client is granted a non-exclusive, non-transferable license to use deliverables solely for its internal purposes.

## **LIABILITY AND INDEMNITY:**

To the fullest extent permitted by law, the Service Provider shall not be liable for any indirect, incidental, special, or

consequential damages arising out of or in connection with this Agreement. The Client agrees to indemnify and hold harmless the Service Provider against all claims, liabilities, damages, and expenses arising from the Client's use of the services.

**GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

**ENTIRE AGREEMENT:**

This Agreement, together with all Schedules and any written amendments, constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings of any kind. No amendment shall be valid unless in writing and signed by both parties.

**NOTICES:**

All notices under this Agreement shall be in writing and delivered personally, sent by registered post, or by email to the addresses set out above or such other address as either party may notify in writing.

**SEVERABILITY:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

**COUNTERPARTS AND ELECTRONIC SIGNATURES:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

**CLIENT'S SIGNATURE**

**SERVICE PROVIDER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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