

MODEL AGREEMENT

[Insert date]

PRIVILEGED & CONFIDENTIAL

[Insert expert's name and address]

Re: [insert brief description of matter]

Dear [insert expert's name]:

We act for [insert client's name] in the above-captioned matter. The purpose of this letter is to confirm our retainer of you to provide us with an objective, independent, expert report as described below. Your opinion will be used by us to provide legal advice to our client.

This matter relates to [insert description of incident or reason for report].

Privileged Documents

For your review, we provide herein copies of [insert description of privileged documents]. We will require you to return these documents and any and all copies of them to us upon the conclusion of your retainer.

If you require any additional documents or information for review, kindly let us know and we will provide them to you if we have them or are able to obtain them. You are, of course, at liberty to review any other documents or information concerning this matter that, in the normal course of exercising your professional abilities, you normally would review. Please advise us in advance if you need to consult anyone about this matter other than [insert acceptable contacts] or a member of your company.

Solicitor/Client Confidence

Various legal rules provide that our client has a right of solicitor/client confidence that generally protects discussions and dealings between our client and us, as our client's lawyers. This right of solicitor/client confidence extends, to some extent, to things that we talk to you about in connection with our client's case and things that you talk to us about in connection with this case. In the event you are called as a witness before the Court in this matter, you will be required to disclose any information that the Court rules is relevant and subject to disclosure by you as a witness. However, unless called as a witness, it is your responsibility not to discuss this matter other than with us and our client. In particular, it is your responsibility not to discuss this matter with anyone adverse in interest to our client. Your dealings with us are confidential as between you and us and you should not disclose our dealings or the confidential documents which we've provided to you to any third party without notification in advance to us and our express written agreement.

If you have any questions, please do not hesitate to contact us. If not, please return a copy of this letter to us, with your signature on it to indicate your acceptance of its terms as our retainer agreement with you.

Yours truly,

[insert lawyer's name]