**Retaining Counsel**

This document is an Agreement for Contract on Retaining Legal Counsel (the "Agreement") and is made and effective the [DATE]

**BETWEEN: [YOUR COMPANY NAME]** (the "Client"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Legal Counsel"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

[YOUR COMPANY NAME] (the "Client" hereinafter) would like to retain [COMPANY NAME] (the "Legal Counsel" hereinafter) as its legal counsel, according to "Provisional Rules on Legal Counsel of the [COUNTRY]". The two parties through consultation hereby agree upon, and shall be bound by, the following terms:

1. Legal Counsel will designate [SPECIFY NAME], the lawyer employed by Client, to work as Legal Counsel's. Legal counsel [SPECIFY] will provide legal assistance and protect Legal Counsel's interests vested by law.
2. The legal counsel will provide the following services:
	1. Providing answers to legal questions, and issuing written legal opinion when necessary;
	2. Assisting in drafting and reviewing contracts and other legal document;
	3. Participating in contract negotiation on Client's behalf;
	4. Participating in litigation, non-litigation activities, arbitration, and intermediation;
	5. Handling other legal matters on behalf of Client.
3. The client will contact the legal counsel to decide the time and location each time when service is needed.
4. Client shall pay Legal Counsel an annual fee of [AMOUNT]. An additional fee will be charged on an hourly basis for the service of litigation, intermediation, arbitration, and contract negotiation.
5. Whenever the legal counsel is on a business trip on behalf of Client, all his/her living and travelling expense shall be paid by Client.
6. Client shall provide the legal counsel with relevant information, material and appropriate working conditions.
7. This contract shall come into effect on the date when it is signed by both parties. The term of this contract is [NUMBER] years.
8. This contract shall have two originals, and each party will have one. Both copies shall be equally valid.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law on the date first written above.

CLIENT LEGAL COUNSEL

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title