

EXAMPLE ONLY
(March 2025)

Retainer Agreement accepted with the following details:

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The Client, Full Legal Name

Simple Sample Example

Passport or ID number

A123456789

Passport date of issue

15 March 2025

Passport Country

Australia

Company Name (optional)

My Company Example ltd

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Your Email

xample@example.com

Billing Email (optional, only if you want invoices to go elsewhere)

finance@mycompanyexample.com

Telephone number (Mobile preferred)

+31123456789

Full Residential Address

Sampling Street 1012

Similar City

1000 PC

Victoria

Australia

Country of Residency

Australia

Full Legal Name: spouse, partner, adult child, family, other person(s) you wish to copy into communication or co-signing.

Sample Simple Example the 1st

Relationship

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Spouse test 1

Passport or ID number other person

A987654321

Passport date of issue other person

15 March 2025

Passport Country other person

Australia

Email other person

xample@other-example.com

Minor Children included into this agreement:

Like Example, 01 October 2020, Similar City, Australia

Love Alot Example, 01 January 2015, Similar City, Australia

Service and Service Fee

Dutch Immigration - €135 or £125 p/hr

Dutch Nationality Investigation - €145 or £135 p/hr

Repair of lost Dutch Nationality - €145 or £135 p/hr

Learn Dutch language / distance ed - €30 or €25 if more than 3 hrs/wk.

Preferred Invoice Currency

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€ EUR (Euros)

Deposit (hours)

1

Deadline Date (optional)

none

Note on Service/Assistance Requested (optional)

Can you give an example

Time budget (hours) - optional

6

Only submit this form if you have read and agreed to the full terms below. Click 'Yes' if you agree to the full terms below. You also confirm that all details are true and correct.

Yes, I agree to all terms and conditions.

If any of the above is incorrect then just let us know by email. If you did not complete this Retainer Agreement yourself or if you do not agree, please let us know immediately.

Retainer Agreement Terms

The Client

The Client has entered his/her/their details here and wishes to retain the Service Provider to provide services to the client and agrees to the client's details above and all articles as set out in this agreement.

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The Services Provider
Habsburg Legal Services Ltd
(the “services provider”)

Background

The services provider is by a following confirmation email agreeable to provide such services to the client on the terms and conditions set out in this agreement.

In consideration of the matters described and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the client and the services provider (individually the “party” and collectively the “Parties” to this agreement) agree as follows:

Services provided

The client hereby agrees to engage the services provider to provide the client with administrative and legal services relating to moving, immigration, residency, nationality/citizenship, passport, taxes, language and integration courses, and other services (the “services”) as separately instructed or requested by the client.

The services will also include any other tasks which the parties may mutually agree on at a later stage. Such services can be requested and agreed to in writing by email in as long as the email comes from the email address or mobile number provided by the client in this agreement. Services also include the time of the services provider answering questions and calls by any kind of communication technology. The services provider hereby agrees to provide such services to the client.

The client who choses to be, and is accepted as, a Priority Client will be given priority over other clients except where other clients their cases need attention for emergencies. The Services Provider determines what constitutes as an emergency. Priority clients can contact the Services Provider 24 hours per day, 7 days per week (24/7). Other special considerations for Priority clients are agreed separately in writing.

Term of Agreement

The term of this agreement (the “term”) will begin on the date of this agreement and will remain in full force and effect indefinitely until terminated as provided in this agreement.

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In the event that either party wishes to terminate this agreement, that party will be required to provide one day's notice to the other party. Notice starts upon confirmed receipt of the notice.

In the event that either party breaches a material provision under this agreement, the non-defaulting party may terminate this agreement immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

Where the client represents the interests of a partner, spouse or other family member the client confirms that this agreement is made with their permission. Where the service provider is asked to undertake actions or provide services for such a partner, spouse or family member, the service provider may stop services if this is deemed by the services provider to be contrary to the wishes, or to the best interest, of such partner, spouse or family member.

This agreement may be terminated at any time by mutual agreement of the parties.

Except as otherwise provided in this agreement, the obligations of the services provider will end upon the termination of this agreement.

Notices / Communication

The client may communicate with the services provider by any means but will give new instructions which will incur additional charges for the client, or all notices, requests, demands or other communications required or permitted by the terms of this agreement, in writing. This can be through the email address or mobile number, and linked messaging software, provided in this agreement, or by regular mail.

The client may update the in this agreement provided email address at any time by communicating this in writing from the provided email address. Where the client has no longer access to the provided email address the client can contact the services provider by any other means and change the email address by providing the services password.

Performance

The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

Currency

Except as otherwise provided in this agreement, all monetary amounts referred to in this agreement are the currency as described and chosen under Hourly Fee in retainer form completed by the client.

The Client can at any time request to change the currency for future work, or request to use both currencies with each one for other instructions/purposes.

Payment

The services provider will charge the client for the services at the hourly rate as described under Hourly Fee in above/accompanying retainer form completed by the client, and is also referred to as the payment (the "payment").

Priority clients will be charged a premium Priority fee as described and chosen under Hourly Fee in the above/accompanying retainer form.

A non-refundable deposit (the "deposit") as described and chosen under Deposit in above/accompanying retainer form completed by the client is payable by the client upon execution of this agreement and no work will commence until the deposit is cleared into the service provider's account. The service provider will send a deposit invoice upon receipt of this agreement.

The client can notify the services provider in advance of a budget, detailing a limit of time or monetary amount to spend on the services. The services provider will not charge more than the budget set in advance by the client. Any later and further instructions from the client for additional work will increase and alter this budget.

For the remaining amount, or other future charges, the client will be invoiced every month or otherwise agreed period.

Invoices submitted by the services provider to the client are due within seven days of receipt unless otherwise mutually agreed to.

The payment as stated in this agreement does not include Value Added Tax (VAT). Any Value Added Tax required by law (United Kingdom) will be charged to the client in addition to the payment.

The services provider may change the hourly rate periodically and gives the client a two-week notice before the new rate is to be used. If and when the hourly rate changes the client may decide

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to terminate this agreement.

Reimbursement of expenses

The services provider will be reimbursed from time to time for reasonable and necessary expenses incurred by the services provider in connection with providing the services.

All expenses over £100 GBP, or equivalent in another currency, must be pre-approved by the client .

Penalties for late payment

Interest payable on any overdue amounts under this agreement is at a rate of 10% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

Confidentially

Confidential information (the “confidential information”) refers to any data or information relating to the client which would reasonably be considered to private or proprietary to the client.

The services provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the services provider has obtained, except as authorised by the client or as required by law or where there is a threat of physical harm to any (3rd) party. The obligations of confidentiality will apply during the term and will survive indefinitely upon termination of this agreement.

All written and oral information and material disclosed or provided by the client to the services provider under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to the services provider. The parties agree that the services provider may record, and keep records, of any communication between the parties. This includes calls, emails and mail and any other methods of communication.

Ownership of intellectual property

All intellectual property and related material (the “intellectual property”) that is developed or produced or used under this agreement, will be the property of the services provider. The client is granted a non-exclusive limited-use license of this intellectual property.

Title, copyright, intellectual property rights and distribution rights of the intellectual property remain exclusive with the services provider.

Return of property

Upon expiry or termination of this agreement the services provider will return to the client any physical property, original documentation, records, or confidential information which is the property of the client. The client will reimburse costs for any mail or shipping required to do so.

The client may instruct the services provider in writing to destroy any property of the client. The client will then accept the word of the services provider in good faith if the client is notified of such destruction.

The services provider will not destroy any property or original documentation intentionally without the explicit written instructions of the client unless this agreement is terminated for over a year.

Right of substitution

Except as otherwise provided in this agreement, the services provider may, at the services provider's absolute discretion, engage a third-party, sub-contractor, or external services provider to perform some or all of the obligations of the services provider under this agreement.

In the event the services provider engages a third party:

- a) The services provider will pay the third party for its services and the agreed payment will remain payable by the client directly to the services provider.
- b) For the purposes of the indemnification clause of this agreement, the third party, also described as sub-contractor, is an agent of the services provider.

No exclusivity

The parties acknowledge that this agreement is non-exclusive and that either party will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the services.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification excludes payment or interest defaults by the client. This indemnification will survive the termination of this

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agreement.

Modification of agreement

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing as per confirmed and accepted method of communication.

Time of the essence

Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.

No Discrimination

The parties agree that no party, or third party, shall be discriminated against on any ground such as sex, race, colour, facial hair such as beards or moustaches or the absence thereof, language, religion, political or other opinion, nationality or social origin, association with a national minority, property, birth or other status.

Entire agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

Enurement

This agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/headings

Headings and (subject) titles are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

Singular, Plural and Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing law

This agreement will be governed by and construed in accordance with the laws of England, United

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Kingdom.

Severability

In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Representation / Power of Attorney

The client(s) confirm(s) that it gives power of attorney to Habsburg Legal Services Ltd to represent the client(s), and act on behalf of the client(s), and as such appoints Habsburg Legal Services Ltd as its legal representative and attorney for matters relating to immigration, residency and nationality.

The client(s) may need to complete separate Power of Attorney forms for certain authorities.

Acknowledgment

The client confirms to have understood all articles and the pages of this retainer and services agreement.

The client and the services provider agree to all terms and conditions in this agreement.

Confirmation of Agreement

This digital agreement can't be signed with a physical signature. The client(s) agree to place their name, passport number and personal email address in order to witness their agreement to this Retainer Agreement. The separate (email) submission of a copy/scan of the client(s) passport confirms the agreement to this Retainer Agreement and the terms. A copy of this Retainer Agreement, the terms and the form, will be emailed in confirmation to the client(s). Only upon email confirmation by Habsburg Legal Services ltd will the client(s) be accepted as client(s).

— end Retainer Agreement —
