

2011年金融英语考试保险与证券业务：风险代理协议 PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/645/2021_2022_2011_E5_B9_B4_E9_87_91_c92_645229.htm 律师“风险代理”，实质上就是“胜诉取酬制”。通俗一点讲就是当事人事先无需交纳代理费用，待案件胜诉或执行后，按照事先约定从胜诉所得中由当事人支付给律师超过日常标准的代理费用；如果判决未如人意或未能达到双方确定的胜诉标准，当事人有权不支付代理费，由律师自行承担已垫付的各项费用和损失。我们选出一个风险代理协议，希望能对大家有帮助。 CONTINGENT FEE RETAINER 风险代理协议 STATE OF (1) ss: COUNTY OF (2) 诉讼地：某州某县 KNOW YE ALL MEN BY THESE PRESENTS, 有鉴于此， This Agreement is made and entered into this (3) day of (4),(5), by and between (6), of (7), hereinafter called the "Attorney", and (8),of (9), hereinafter called the "Client". 本协议由（姓名），（地址或事务所名称）（以下简称“律师”）与（姓名），（地址）（以下简称客户）于年月日签订。 WHEREAS, Client desires to initiate proceedings against (10), of (11), Client hereby retains and employs Attorney to prosecute said action to final judgment or to any other settlement satisfactory to Client. Client agrees to pay Attorney for his services under this Agreement a sum equal to (12)percent of any monies or property obtained or received by Client as the result of voluntary compromise or other out-of-court settlement. (13) percent if received after judgment. and (14) percent if received by Client after appeal. 鉴于客户旨在对（姓名），（地址）提起诉讼，特在此聘请律师

代理上述诉讼直至最终判决或达到其他客户满意的任何调解结果。如结果为自愿或其他形式的庭外调解，客户同意根据本合同规定按客户所获得赔偿款额或财产的%支付律师服务费；如经判决获赔偿，支付%；如经上诉后获赔偿，支付%。Client further agrees to reimburse Attorney for all proper expenses incurred by Attorney pertaining to such action or settlement. 客户还同意支付律师因该诉讼或调解所发生的一切正当支出费用。 Except as provided herein, Attorney shall not be entitled to any other compensation from Client for legal services related to this Agreement. 除本合同规定外，律师无权从客户处得到任何其他与本合同相关的法律服务补偿。 It is agreed between the parties hereto that Attorney shall have a lien for payment of his fee on all monies or property obtained, received or recovered by compromise, settlement, judgment or any other means whatsoever. 双方当事人在此同意，为获得其费用，律师对所有经和解、调解、判决或其他任何方式所获得的赔偿款额或财产具有留置权。 In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney ' s fees and costs. 如为执行本合同而提起诉讼，胜诉方有权获得合理的律师费和诉讼费。 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. -----(15)----- 本合同双方当事人在上述日期签署本协议，特此为证。 相关推荐：
#0000ff>2011年金融英语考试保险与证券业务：合同意向书范本 #0000ff>2011年金融英语考试保险与证券业务：关于本票的起诉状 100Test 下载频道开通，各类考试题目直接下载。详细

请访问 www.100test.com