

CLIENT FILE TRANSFER AUTHORIZATION

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This Client File Transfer Authorization (this "**Authorization**") is made as of [EFFECTIVE DATE] by [CLIENT LEGAL NAME], of [CLIENT ADDRESS] (the "**Client**"), and directs the transfer of the Client's file as described below.

The provider that currently holds the file is [CURRENT PROVIDER LEGAL NAME], of [ADDRESS] (the "**Current Provider**"). The provider authorized to receive the file is [RECEIVING PROVIDER LEGAL NAME], of [ADDRESS] (the "**Receiving Provider**").

Recitals. The Client has decided to engage the Receiving Provider in place of, or in addition to, the Current Provider, and wishes to have the Current Provider transfer the Client's file so that the Receiving Provider can continue the work without interruption. The Client gives this Authorization knowingly and voluntarily and directs the Current Provider to cooperate in an orderly transfer. The Client agrees and directs as follows.

1. The Client and the Engagement

1.1 Client. The Client is the individual or entity identified above and is the person or entity entitled to direct the disposition of the file held by the Current Provider in connection with the matter described below.

1.2 Matter. The file relates to the following matter or engagement (the "**Matter**"): [DESCRIBE THE MATTER, ACCOUNT, OR ENGAGEMENT, AND ANY REFERENCE OR FILE NUMBER].

1.3 Authority. The Client represents that it has the authority to direct the transfer of the file and that, to its knowledge, no other person's consent is required, except as the Client has separately arranged.

1.4 Status of engagement. The Client's engagement with the Current Provider on the Matter is [TERMINATING AS OF [DATE] / CONTINUING IN A LIMITED ROLE / ALREADY CONCLUDED]. This Authorization does not by itself terminate that engagement; any termination is governed by the Client's separate agreement with the Current Provider.

2. File to Be Transferred

2.1 The File. The Client authorizes and directs the Current Provider to transfer to the Receiving Provider the Client's file relating to the Matter (the "**File**"), which includes, except as limited below: [DESCRIBE THE FILE — e.g., all documents, correspondence, records, data, and materials the Client provided or that were created for the Client in connection with the Matter].

2.2 Items expressly included. The File includes, without limitation: [LIST KEY ITEMS — e.g., final work product, originals of documents belonging to the Client, third-party records, and active items needed to continue the Matter].

2.3 Items the Current Provider may retain. The Current Provider may retain a copy of the File for its records, and may retain originals only of items that applicable law or professional rules permit it to keep. The following

items, if any, are excluded from the transfer: **[LIST EXCLUDED ITEMS — e.g., the Current Provider's internal notes or proprietary materials, to the extent permitted by applicable rules — OR STATE "NONE"]**.

2.4 **Format.** The File may be transferred in **[ORIGINAL / PAPER / ELECTRONIC]** form, by **[SECURE ELECTRONIC TRANSFER / COURIER / IN-PERSON DELIVERY / AS THE PROVIDERS REASONABLY ARRANGE]**.

3. Direction to Transfer and Cooperation

3.1 **Direction.** The Client directs the Current Provider to transfer the File to the Receiving Provider promptly, and authorizes the Current Provider to communicate with the Receiving Provider as reasonably necessary to complete an orderly transfer.

3.2 **Timing.** The Client requests that the transfer be completed within **[NUMBER]** days after the Current Provider receives this Authorization, or within any shorter period required by applicable law or professional rules.

3.3 **Cooperation.** The Client requests that the Current Provider and the Receiving Provider reasonably cooperate to make the transition seamless, including by identifying time-sensitive deadlines and the status of any pending matters.

3.4 **Confirmation.** The Client requests that the Current Provider confirm in writing when the transfer is complete and identify anything it has retained and the basis for retaining it.

4. Outstanding Balances and Liens

4.1 **No waiver of fees.** This Authorization does not waive or affect any amount the Client owes the Current Provider. The Client remains responsible for any earned and unpaid fees and expenses under its separate agreement with the Current Provider.

4.2 **Retaining liens.** The Client acknowledges that the Current Provider may have a right under applicable law or professional rules to assert a lien or retain certain materials pending payment of outstanding amounts. The Parties' rights in that regard are governed by applicable law, and nothing in this Authorization enlarges or diminishes them. The Client and the Current Provider will work in good faith so that any such dispute does not prejudice the Client's interests in the Matter.

4.3 **Allocation of transfer costs.** Any reasonable cost of copying or transferring the File is the responsibility of **[CLIENT / RECEIVING PROVIDER / AS AGREED]**, to the extent permitted by applicable law.

5. Confidentiality and Privilege

5.1 **Continuing protection.** The File may contain confidential and privileged information. The Client does not intend, by authorizing the transfer to the Receiving Provider, to waive any confidentiality protection or privilege, and the transfer is made in furtherance of the continued professional relationship.

5.2 **Limited authorization.** This Authorization permits the Current Provider to disclose the File to the Receiving Provider only. It does not authorize disclosure to any other person.

5.3 **Receiving Provider duties.** The Client understands that the Receiving Provider will be subject to its own duties of confidentiality with respect to the File on receipt.

6. Acknowledgments and Limitations

6.1 **Voluntary.** The Client understands that this transfer is made at the Client's direction and that the Client is not required to transfer the File except by its own choice.

6.2 No legal advice. The Client understands that neither the Current Provider nor the Receiving Provider is giving the Client legal advice about whether to sign this Authorization, and that the Client may consult independent counsel before signing.

6.3 Reliance on copies. The Current Provider and the Receiving Provider may rely on a signed, electronic, scanned, or facsimile copy of this Authorization to the same extent as the original.

6.4 No third-party liability for good-faith transfer. Neither provider is liable to the Client for a good-faith transfer made in reliance on this Authorization before any revocation under Section 7 is received.

7. Revocation

7.1 Right to revoke. The Client may revoke this Authorization at any time before the transfer is completed by delivering written notice of revocation to the Current Provider.

7.2 Effect. Revocation takes effect when the Current Provider receives it and does not affect any transfer already made in reliance on this Authorization.

8. General Provisions

8.1 Governing law and rules. This Authorization is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and is subject to the professional rules that govern the providers in the relevant jurisdiction. Where those rules impose additional requirements for transferring a client file, those requirements control.

8.2 Severability. If any provision of this Authorization is found unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be limited or modified to the minimum extent necessary to make it enforceable.

8.3 Entire understanding. This Authorization states the Client's entire direction regarding the transfer of the File and supersedes any prior oral or written direction on the same subject.

8.4 Counterparts and electronic signature. This Authorization may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Client has executed this Client File Transfer Authorization as of the date written below.

CLIENT

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Date: _____

Acknowledged by the Current Provider (optional):

CURRENT PROVIDER**RECEIVING PROVIDER**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE OR N/A]**Title: **[TITLE OR N/A]**

Date: _____

Date: _____

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