

ASSET ANALYSIS, LLC, P.O. BOX 6669, LEAWOOD, KANSAS 66206
STANDARD AGREEMENT TO RETAIN FINANCIAL SPECIALIST

The Participants agree to retain the Collaborative Financial Specialist to perform the services listed herein. The Collaborative Financial Specialist agrees to provide professional services to the Participants as set forth herein and according to the terms of the Collaborative Participation Agreement signed by the Participants on _____ and read and acknowledged by the Financial Specialist on _____. The Participants and the Financial Specialist agree as follows:

I. THE ROLE OF THE COLLABORATIVE FINANCIAL SPECIALIST:

A. The Financial Specialist will provide the following services as needed and specifically requested by the Participants:

- (1) Provide the Participants with practical financial guidance, planning, support, budgeting and financial projections;
- (2) Assist in gathering relevant financial data;
- (3) Assist in inventorying assets and liabilities;
- (4) Compile and review the family's cash flow;
- (5) Document the expenses of each Participant and assist in planning budgets;
- (6) Examine retirement issues and assist in valuing pension plans and making retirement projections and estimates of future income requirements;
- (7) Analyze the income from income-producing assets;
- (8) Provide information on the tax and financial consequences of various settlement and support options; and
- (9) Examine insurance issues and needs.

B. The Financial Specialist will work with the Participants and the Collaborative Attorneys representing the Participants in this Collaborative Case and any other Collaborative Professionals involved in this Collaborative Case, as needed, to enhance communication and conflict resolution.

C. The Financial Specialist may meet with each Participant individually or together as needed to facilitate the collaborative process.

II. COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT:

The Participants and the Financial Specialist agree to adhere to the terms of the Collaborative Participation Agreement entered into by the Participants. The Participants and the Financial Specialist acknowledge that they have each read and understood the Participation Agreement, and agree to participate in the collaborative process pursuant to the Participation Agreement.

III. FULL DISCLOSURE AND TRANSPARENCY WITHIN THE PROCESS AND CONFIDENTIALITY OUTSIDE THE PROCESS:

A. All communications among the Financial Specialist and the Participants the Collaborative Attorneys and other Collaborative Professionals and all information learned in the process and all work product of the Financial Specialist **shall be strictly confidential. The Financial Specialist shall not divulge any information obtained in the process except to the Participants, Collaborative Attorneys representing each Participant and to other Collaborative Professionals retained in this Collaborative Case as needed.** Disclosures even to these identified persons may only occur after: 1) the Participants have signed a release permitting the Financial Specialist to communicate with these identified persons and then only occur for so long as the Collaborative Case continues; and 2) the Participants have waived any applicable privilege with respect to their communication with the Financial Specialist and agreed not to ask the Financial Specialist to communicate with anyone other than the identified professionals and the Participants; and 3) Each Participant has agreed not to ask the Financial Specialist or to have anyone on behalf of the Participant ask the Financial Specialist to testify in any court proceeding or to provide any record of or from the Financial Specialist's file that could be used to inform such a proceeding. The release and waiver shall be in the form attached to this agreement.

B. Disclosures of relevant information to the identified professionals pursuant to this agreement are also governed by the disclosure provisions of the Collaborative Law Participation Agreement.

C. Should the participants not resolve this matter through the collaborative process, the Financial Specialist shall not testify in any litigation concerning the Participants or either of them. The Participants and attorneys agree that the work product (such as notes, work papers, summaries and reports) of the Financial Specialist and all verbal communication to or from the Financial Specialist shall be deemed settlement discussions and shall be inadmissible as evidence in any court proceeding. The attorneys and Participants agree not to seek to admit such testimony or documents in any court proceeding.

D. The Participants shall not directly or indirectly through counsel request or subpoena the notes or documents of a Financial Specialist or request or subpoena the testimony or participation of the Financial Specialist in any litigation or legal process.

V. TERMINATION OF SERVICES OF THE FINANCIAL SPECIALIST

A. The Participants may terminate the services of the Financial Specialist at any time.

B. The role of the Financial Specialist is concluded with the termination of the collaborative process either by settlement of all issues or by a decision to terminate the collaborative process.

C. Upon termination of the Financial Specialist's services, the Financial Specialist (including professionals associated or affiliated with that Financial Specialist) shall not provide further services to either or both of the Participants outside of the collaborative process.

VI. FEES AND BILLING PRACTICES:

A. The Participants agree to pay the Financial Specialist for all services rendered to the Participants in the Collaborative Process as the hourly rate of \$_____ per hour for all time the Financial Specialist spends on the Participants, matter. Time is charged in minimum units of 1/10th of an hour. The Participants will be charged for the time spent on telephone calls, correspondence, conferences, travel time, out of pocket costs, e-mail correspondence and any other activity relating to the Participants' matter.

B. The Participants agree to pay the Financial Specialist an advance of fees of \$_____. The hourly charges, costs and expenses incurred will be credited against the deposit. The Financial Specialist will provide the Participants with itemized monthly billing statements. The Participants authorize the Financial Specialist to use the sums deposited to pay the fees incurred.

C. The Participants acknowledge that the deposit is not an estimate of total fees and costs, but merely an advance deposit against anticipated fees for services to be provided. At such time as the initial deposit is reduced to \$_____, the Financial Specialist may require the Participants to make additional deposits. Any funds on deposit with the Financial Specialist at the conclusion of the Financial Specialist's services which have not been earned will be refunded to the Participants within five business days of the notice to the Financial Specialist that the collaborative process has been completed or terminated or that the Financial Specialist's services are no longer required.

VII. CANCELLATION POLICY:

A. The Participants agrees to give the Financial Specialist 24 hours advance notice of cancellation of an appointment.

B. Because appointment times are reserved exclusively for the Participants' matter,

the Participant will be charged for a late cancellation or missed appointment.

VII DISCLAIMER OF GUARANTEE.

Nothing in this agreement and nothing in any statement to a Participant may be construed as a promise or guarantee about the outcome of the Participant's matter. The Participants understand there is no guarantee the collaborative process will be successful in resolving this case.

VIII. DEFINITIONS:

The terms “Collaborative Professionals” and “Collaborative Attorneys” as used herein refer only to such professionals and attorneys who are employed by the Participants as a part of this Collaborative Case. “Collaborative Case” refers to the collaborative process in which the Participants are engaged pursuant to the above referenced Participation Agreement.

We have read the above and foregoing in its entirety. We fully understand its terms and agree to abide by its terms.

Participant _____
Date: _____

Participant _____
Date: _____

Financial Specialist: _____
Date _____