

July 1, 2020

John Doe
123 Main Street
Anywhere, NY 98765

Jane Smith
456 Main Street
Mayberry, NY 12345

Re: Doe - Smith Collaborative

Dear Mr. Doe and Mrs. Smith:

This letter outlines our understanding of neutral collaborative divorce financial professional services to be rendered by Steven M. Kaplan, CPA (hereinafter referred to as “the Firm”) relative to the above referenced collaborative divorce.

Services Provided and Limiting Conditions

You are retaining me as a neutral collaborative divorce financial professional to provide assistance and understanding in discussions related to settlement proposals, including the particulars of family finances, budgets, child/spousal support, and investments, and the financial and income tax ramifications thereto. Services shall be rendered by Steven M. Kaplan, CPA/ABV, MBA, with the assistance of other staff members possessing requisite experience and skills. The scope of services to be provided may be expanded to include fair market valuation of John Doe’s interest in XYZ, Corp., in which case this retainer agreement will be updated accordingly.

You agree to cooperate fully with us and to provide us with all information you may have that is relevant to the performance of our engagement. We may rely on the information submitted to us by each of you as being true, correct and complete. We are not responsible for any relevant information that is not disclosed to us.

In performing our services, we will be relying on the accuracy and reliability of the financial data submitted. We will not audit, compile, or review any of the financial statements, forecasts or other data, and we will not express an opinion or any form of assurance on them. Our engagement cannot be relied on to disclose errors, irregularities, including fraud or defalcations that may exist.

Estimated Cost & Fee Schedule

We require an initial retainer in the amount of \$5,000. Our fees are based upon the hours expended by each assigned staff member and the standard hourly billing rate for that individual. Out-of-pocket disbursements such as research materials, photocopying, facsimile, computer charges, travel, etc., will be billed in addition to our standard hourly fees.

Our standard rates are as follows:

Steven M. Kaplan	\$400 per hour
Staff Accountant	\$75 to \$250 per hour

These rates pertain to all services including conferences.

It is not possible to predict with accuracy the amount of time necessary to conclude our engagement. Upon receipt of our invoice you are expected to review the invoice and promptly bring to our attention any questions or objections you may have to the bill. You will not be charged for time expended in discussing with us any aspect of the bill rendered to you. However, if you raise no such question or objection within 30 days, it will be deemed that you have accepted as accurate the statement of services rendered.

In the event that we are discharged or the matter is settled prior to completion of our work, the fee will be based on the hourly time inputs and out of pocket expenses incurred as of that date. All outstanding balances shall accrue interest charges at the rate of 1.5% per month following the 20th day that a balance is unpaid.

In the event that time spent exceeds the retainer, you will be billed on a monthly basis for additional fees due, and we may request additional retainers from you to be applied against such additional fees. Out of pocket disbursements will also be billed.

We are under no obligation to issue a report or any other information until our balance has been paid in full or other arrangements for payments have been made and have been agreed to by both of you, the client, and our firm in writing.

My liability for all claims arising out of this engagement is limited to total fees paid for work performed. If a collection is begun, you, the client, waive any right to counter claim. You, the client, acknowledge that you are liable for the fees incurred in connection with the matter for which we have been hired.

Inasmuch as we are retained as collaborative neutral financial professionals, we will adhere to the principles of collaborative law / collaborative divorce. You agree to abide by the withdrawal provision of collaborative law / collaborative practice, and in the unanticipated event your matter proceeds to trial, you acknowledge that my services will automatically terminate and you agree to not call me to testify at trial, nor be compelled to produce collaborative divorce documents or work product in my possession at or before

trial. Collaborative process is a team process, and you understand and agree that in the course of providing my services, I will be communicating with and sharing information with Party 1 Attorney, Esq., Party 2 Attorney, Esq., and Neutral Coach, PhD.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

No Bias or Contingency

Neither our fee nor your authorization for us to perform the aforementioned services is in any way contingent on our conclusions, and we do not warrant or predict results or final developments in this matter. We have no present or contemplated future interest in your financial affairs.

Disclosure Notice

In accordance with the final rules published by the Federal Trade Commission on November 13, 2000, the following disclosures are made:

In the process of preparing this valuation and expressing opinions thereto, the Firm may collect from you, or with your authorization, certain essential information which are nonpublic and personal, such as, for example, information concerning your income, expenses, assets, liabilities and other similar information.

The Firm follows industry standards for protecting the confidentiality and security of the nonpublic personal information it collects. Such standards include restricting access to such nonpublic personal information to those Firm employees who need to know that information to provide services to you, and maintaining physical, electronic and procedural safeguards over the information. Additionally, information is stored in off-site servers via Sharefile by Citrix, Google Drive, Family Law Software and Dropbox, with offsite access limited by applicable terms of service with those providers and also afforded to law enforcement as required.

The Firm does not disclose any nonpublic personal information about you to any third party, except as permitted by law or authorized by you. The Internal Revenue Code, the AICPA Code of Professional Conduct and state ethics statutes and regulations prohibit CPA's from disclosing any nonpublic personal information obtained in the valuation, without permission from the person(s) involved. The Firm complies with these prohibitions.

If, at some point, you are no longer a client of the Firm, the Firm will continue to adhere to the privacy policies and practices as described in this notice, and apply them to your nonpublic personal information in its possession.

I appreciate this opportunity to serve you. If this letter meets with your approval, please return a signed copy to us with the initial retainer payment. Please feel free to call us at any time regarding any questions you may have.

Sincerely,

STEVEN M. KAPLAN, CPA

Steven M. Kaplan, CPA/ABV, MBA

I agree to the above terms and conditions.

I agree to the above terms and conditions.

Signature: _____
John Doe

Signature: _____
Jane Smith

Date: _____

Date: _____

Address: _____

Address: _____

Email: _____
