

Cathy Daigle, LLC

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FEE and RETAINER AGREEMENT

This Agreement confirms and clarifies the services to be provided to _____, (hereinafter "Clients") by **Cathy L. Daigle, CFP[®], CDFATM** of **Cathy Daigle, LLC** (hereinafter "Analyst") with the intent of working toward resolving issues surrounding the dissolution of our marriage.

I/We have read the attached Fee and Retainer Agreement and acknowledge my/our understanding of the terms and provisions of the Agreement without reservation. This Agreement, its terms and provisions as well as the rights and duties of the Clients hereto, shall be governed and construed according to the laws of the State of California. I/We have initialed each page to indicate my/our understanding and agreement.

Dated

Client Name

Client Signature

Dated

Client Name

Client Signature

CATHY DAIGLE, LLC
A Limited Liability Company

Dated

By: Cathy Daigle, CFP[®], CDFATM
Manager

Client _____
Client _____

FEE and RETAINER AGREEMENT

Cathy Daigle, CFP[®], CDFa[™] of Cathy Daigle, LLC and the Clients understand and agree as follows:

Establishment of Working Relationship

The undersigned wish to retain the services of Cathy Daigle, CFP[®], CDFa[™] of Cathy Daigle, LLC to provide financial consulting with regard to the dissolution of our marriage. All references to “Analyst” (Cathy Daigle, LLC) apply to any office personnel designated by the Analyst to assist in the process.

Nature of the Process

The Clients understand that the working relationship is to assist in an agreement-reaching process in which the Analyst provides financial consulting and facilitation to help the Clients reach an agreement in a collaborative, consensual, and informed manner without court intervention. It is understood that the Analyst has no power to decide disputed topics for the Clients. The Clients understand that the Analyst’s objective is to assist the Clients themselves in reaching their most constructive and reasoned agreement.

Analyst Services

The Analyst will gather, organize, and review Clients’ financial information whether provided by the Clients or their attorneys. She will thereafter consult with the Clients and their attorneys regarding various financial topics in connection with the marital dissolution. Assessment and analysis of Clients’ finances may include, but not be limited to, preparing financial summaries and easy-to-read tables and charts to be used by the Clients and their respective attorneys as a part of the process to promote discussion around topics of income allocation and property division. The work product and/or consultations will not be intended by the Analyst, nor construed by Client, to include any legal, investment advisory, or tax advice.

The Clients acknowledge that the Analyst is not an attorney and is not authorized to provide legal advice or representation. Further, they have engaged their own attorneys to assist them and provide them with such counsel as they may need, or they agree to do so as soon as possible.

The Clients further acknowledge that the Analyst is not a tax advisor and is not authorized to provide tax advice nor prepare or amend tax returns. In compliance with regulations issued by the Internal Revenue Service, any federal tax reference contained in any communication with or from this office is not intended to be used and may not be used by any person to avoid any penalties under the Internal Revenue Code (IRS Circular 230).

The Analyst does not consult about, recommend, or sell financial products and/or investments.

Client Responsibility

Each of the Clients agrees to cooperate fully with the Analyst, to be open and truthful in their communications, and to provide Analyst with complete, accurate, and reliable financial data and any additional information and documents that the Analyst may reasonably request. The Clients understand and acknowledge that part of their respective obligations in the divorce process is to disclose all relevant data and other information to each other regardless of whether or not such information has been requested. This obligation includes information provided to the Analyst. The Clients agree not to omit any material financial information or documents that may adversely affect Analyst’s ability to perform the services for which she has been engaged. The Clients also

Client _____
Client _____

acknowledge that the Analyst will rely exclusively on the information provided. The Analyst shall not be responsible, nor subject to liability, for any errors or omissions in her work product that result from the failure of either or both of the Clients to provide her with complete, accurate, and reliable information.

Confidentiality

All information furnished by Clients will be considered confidential, except that Cathy Daigle, LLC may make such information available to outside consultants and professional advisors retained by Clients upon receipt of written authorization.

The Clients agree to sign confidentiality waivers with the professionals so that the team will be able to speak freely and share information with each other for the purpose of moving the process forward. All the Analyst's work is confidential and shall be deemed to have been prepared for the Clients and their attorneys and, as such, it shall be subject to all applicable attorney-client and work-product privileges.

Documentation shared with other professionals working on your case includes but is not limited to financial statements, tax returns and W-2s, pay stubs, billing statements, credit card statements, insurance policies, trust documents, and real estate paperwork.

Court Testimony: The Clients further agree not to call the Analyst to testify or to provide any materials from the process in any court proceeding between the Clients. This process is considered by the Clients and the Analyst as settlement negotiations.

Financial Disclosures: This confidentiality does not extend to the Clients' mutual financial disclosure requirements which are required by law, or if Analyst receives legal process such as a subpoena, or if Analyst is subject to a court order requiring disclosure of Clients' confidential information.

E-Mail: We often use e-mail to correspond with clients because it is fast and convenient for many people. Our e-mail is not specifically encrypted for security and passes over the internet like any other e-mail including password protected documents.

Termination of Process Without Cause

The Clients may terminate this engagement upon the delivery of written notice signed by both of the Clients. Clients shall be entitled to a refund of all deposits not already earned by the Analyst.

Right of Analyst to Withdraw

The Analyst shall have the right to terminate her engagement upon the filing by either of the Clients of any court proceeding relating to the marital dissolution, the Clients' failure to pay fees and costs timely, or in the event that the Analyst has a reasonable belief that there is inappropriate conduct of either of the Clients or the attorneys involved in the case.

Fee and Retainer

Fee: Cathy Daigle's services will be billed at a rate of \$285.00 per hour. The services of Karol Field will be billed at a rate of \$165.00 per hour. Travel time is billed at a rate of \$75.00 per hour.

Retainer: Analyst requests a \$3,000 retainer from new Clients which will be applied against billable time and expenses incurred on your behalf. If/when the retainer balance falls below \$500, Analyst will notify you of that occurrence and upon such notification you agree to immediately replenish the retainer requested amount of no greater than \$3,000. In the event there is a credit balance in your account at the conclusion of our services, the remaining balance will be returned to you.

Client _____
Client _____

Hourly rates apply to time spent meeting with the Clients as well as for time incurred outside of the meetings to review and study documents, research, respond to and initiate telephone calls and e-mails, prepare draft and final reports, and do such other things as may be reasonably necessary to facilitate the Clients' reaching full agreement. Billing is incurred in increments of 0.1 hour (one tenth of an hour).

To the extent the Analyst incurs out-of-pocket cost in connection with services rendered, she shall be reimbursed for the costs incurred. The Clients understand that their cooperation, communication, and timely delivery of requested information will assist to minimize the fees and costs for the process. The Clients grant the Analyst the authority to incur such costs as the Analyst deems necessary to obtain information needed, and the Analyst will obtain the approval of the Clients if those costs may exceed \$500.00.

The exact amounts of fees and costs that will be incurred by the Analyst are unknown, and, to a great extent, are dependent upon the cooperation and timely response of the Clients.

The Analyst will send a monthly billing statement for services rendered which is due and payable within ten (10) days of billing date. Clients shall pay fees by check made payable to: "Cathy Daigle, LLC."

Any failure to promptly pay fees and/or costs incurred will result in a late payment charge assessed at the rate of one percent (1%) on the delinquent balance each month, computed from the tenth day following the date of the billing.

Should payment not be made in a timely manner, Cathy Daigle, LLC may stop all work on behalf of the Clients, including the drafting and/or distribution of the Clients' reports and may withdraw from the process. The Analyst shall not be responsible for any loss or damage that the Clients may sustain if Analyst's services stop because of lack of timely payment of fees due to the Analyst.

Mediation and Binding Arbitration

Any controversy or claim arising out of, or relating to this contract or breach thereof, shall, if possible, be resolved by mediation. If mediation is unsuccessful, the issues will be determined by arbitration before a single arbitrator under the then prevailing Commercial Arbitration rules of the American Arbitration Association; provided, however, that each party shall be entitled to engage in discovery to the extent permitted under California Code of Civil Procedure, Sections 2016 *et seq.* By this provision, the Clients and Cathy Daigle, LLC are both giving up the right to have any such dispute decided by a judge or a jury, and we are each giving up the right of appeal.

The prevailing party in any arbitration between us will be entitled to reasonable attorney's fees and costs. Any mediation or arbitration between us will take place in Santa Clara County and California State law will apply.

File Retention and Destruction

You will ultimately receive a copy of scanned documents submitted in your case. Our office policy is to keep copies of your documents and not originals. Once your case is closed, we will retain your file for five (5) years and will destroy the file after that time. In the event Clients discontinue the process prior to reaching a settlement agreement, a full copy of all documents received by Analyst will be returned to each of the Clients regardless of who provided the document(s). Copies of any client record deemed necessary to support work product will be retained in Analyst file.

Client _____
Client _____