

CATHY DAIGLE, LLC

FINANCIAL CONSULTING in DIVORCE



COLLABORATIVE
PRACTICE
Resolving Disputes Respectfully

Assisting Families in Transition

FEE and RETAINER AGREEMENT

This Agreement confirms and clarifies the services to be provided to _____, hereinafter “Client”, by Cathy L. Daigle, CFP[®], CDFA[®] of **Cathy Daigle, LLC** (hereinafter “Analyst”) with the intent of working together to help you reach consensus and address differences surrounding marital dissolution. Cathy Daigle, CFP[®], CDFA[®] of Cathy Daigle, LLC and the Client understand and agree as follows:

1. Establishment of Working Relationship

The undersigned wish to retain the services of Cathy Daigle, LLC to provide financial consulting with regards to marital dissolution.

2. Nature of the Process

The Client understands the working relationship is for Analyst to assist with facilitating an agreement-reaching process. Financial consulting, work product, education and/or facilitation is provided to help Client reach an agreement in a consensual and informed manner without court intervention. In a consensual process, there is the opportunity to negotiate agreements rather than have one imposed by the court.

It is understood that Analyst has no power to decide disputed topics for the Client. Client understands that Analyst’s objective is to assist in reaching a constructive and reasoned agreement utilizing a cooperative mediation process designed to help minimize conflict.

3. Services: What the Analyst may do for you

The Analyst may help to gather, organize, and summarize financial information as provided by Client and/or their attorney(s). Analyst may meet with Client individually, together and along with your attorneys and/ or mediator regarding financial topics and other concerns in connection with marital dissolution.

Assessment of Client’s finances may include, yet not be limited to, preparing financial summary overviews with easy-to-read charts designed to be used during the process as a way to help educate, promote discussion, and gain clarity around financial matters.

The work product and/or consultations will not be intended by Analyst, nor construed by Client to include any legal, parenting, investment advisory, or tax advice.

Client acknowledges that Analyst is a financial consultant, educator and facilitator; and

- is not an attorney and does not provide legal advice or legal representation. Further, Client has engaged own attorney(s) to assist and provide counsel as needed, or Client agrees to do so as soon as is reasonably possible. A Lawyer Mediator and/or Consulting lawyer will guide and educate regarding legal aspects, help ensure your understanding, and draft necessary documentation.
- 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).
- is not an investment advisor and cannot provide investment advice or specific recommendations. Further, Client agrees to engage own advisors in this capacity if/as needed to provide guidance. Analyst does not sell financial, insurance and/or investments products.

P.O. Box 504 • Los Gatos, California 95031 • (408)354-9354 • e-mail: cathy@cathydaigle.com

4. Client Responsibility

You as Client are the primary participant in this process. Client typically selects a Mediation process because they wish to reach mutually acceptable agreements, avoid adversarial proceedings, and to help minimize costs. Valuing your own decision making over having others impose solutions is preferred. However, if information and guidance is needed for your own decision-making process to be informed and durable, additional financial, legal and/or specialized resources are available to ensure you are making informed decisions.

Client agrees to cooperate fully with Analyst; to be open and truthful in communications, and to provide Analyst with complete, accurate, and reliable financial data including any additional information and documents requested. Transparency will be foundational for success of your mediation process.

Client understands and acknowledges that part of their obligation in the process is to disclose all relevant data and other information to your spouse. This obligation includes information provided to Analyst. Client agrees not to omit any material financial information or documents that may adversely affect Analyst's ability to perform services for which engaged. Client acknowledges that Analyst will rely exclusively on the information provided in order to provide services.

Analyst shall not be responsible, nor subject to liability, for errors or omissions in work product that results from your failure to provide complete, accurate, and reliable information.

5. Confidentiality

All information furnished by Client 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 written authorization from Client.

Client agrees to sign confidentiality waivers with your divorce mediation professionals enabling team members to speak freely and share information on an as-needed basis for the purpose of creating durable agreements that fit your family's unique needs. All of Analyst's work is confidential and shall be deemed to have been prepared for Client and their attorneys and, as such, it shall be subject to all applicable attorney-client and work-product privileges.

It is understood and agreed that all communications made in the course of a Mediation process shall be kept confidential pursuant to sections 1115 to 1128 of the California Evidence Code. This means that no party or attorney, nor any other person present during the mediation or who is party to any discussions or communications which are part of the mediation process shall reveal such information to any person not a party or party to such discussions or communications.

It is further understood and agreed to by Client that Analyst will not be called as a witness in any later judicial or fact-finding proceedings. Any party or attorney who serves a subpoena upon Analyst in any such proceedings shall be obligated, to compensate Analyst at the then regular hourly fee rate for all actual time required to respond to or comply with said subpoena, and in addition shall pay all expenses, including legal expenses, incurred in connection therewith, together with all collection costs and attorney fees, regardless of whether Analyst's office prevails in asserting confidentiality.

In the event Analyst has a separate caucus meeting, phone call, text, and/or email exchange with one of your authorized consultants, any information shared in that communication which may bear on your case will be shared with authorized team members, and if appropriate, other family members.

Court Testimony: Client further agrees not to call Analyst to testify or to provide any materials from the process in any court proceeding of the Client. Work is considered by Client and Analyst as settlement negotiations.

Cell phones, E-mail, Text, Dropbox, Google Drive, Secure Portals, Website, and Other Uses of the Internet: Cathy Daigle, LLC has advised that there is often use of cell phone, e-mail, and Professional Dropbox communications to correspond. Communications are not specifically encrypted for security and may not be secure and confidential. Nevertheless, Cathy Daigle, LLC is authorized to contact and share information using these methods.

Exceptions to the Confidentiality Clause:

- upon a court order
- Client indicates there is a reason to believe that he/she is in danger of hurting oneself or another person
- there is reasonable suspicion that a child or elder is being abused
- a fee dispute with Analyst
 - o should a complaint against Analyst arise as a result of the process subsequent to this contract, confidentiality is waived with respect to that information necessary to present or defend against such complaint.

6. Other Considerations

Internet/Cloud Services. We use Internet and cloud-based services for storing and sharing information and files with clients and authorized professionals or entities for ease of data access. These internet-based services may include tracking and storage of information (i.e. appointments, billing time incurred, calendar events, contact information, documents, and more) as well as file synchronization services to keep this information up to date.

Whether this information is stored at a physical office or with an internet/cloud-based service, efforts have been made to protect your confidential information. In using internet/cloud services, reasonable steps will be taken to prevent the disclosure of confidential information. These steps include reviewing the policies, procedures and security safeguards that an internet/cloud provider has in place. You acknowledge that we cannot provide an absolute guarantee that a disclosure will not happen whether information is stored in our office or on the internet. Every internet/cloud provider that we use has been reviewed and continues to be reviewed. Only after this review and determination that a disclosure of confidential information is very unlikely are we satisfied that the service provides sufficient security to prevent disclosure of confidential information. Having reviewed the contents of this section and having had the opportunity to discuss the issues of confidentiality and our use of internet/cloud services, you provide with your initials below, your informed consent for us to use internet/cloud services in connection with our services. You also acknowledge, that even though unlikely, there is risk that confidential information may be disclosed in spite of any security precautions taken by us or the internet/cloud service providers.

Email Communications. Cathy Daigle, LLC uses email as a principal form of communication.

- **Security.** You acknowledge that email communications while generally secure can be subject to “hacking” by others and there is a possibility that confidential communications may be disclosed. We will take all reasonable steps to ensure that our email accounts are secure. We cannot be held responsible for the security of email that is sent by or received by others. Additionally, we cannot be held responsible for the security of your internet/email service provider.
- **Email Accounts Owned by Third Parties.** The mediation privilege and confidentiality applies to any private communication within the process. However, you acknowledge herewith that the confidentiality may not extend to email communications between us and an email account not owned by you. You herewith acknowledge that email accounts at work or owned by third parties may be reviewed by employers and/or other third parties and therefore may not be subject to confidentiality. You are therefore advised not to communicate with us through any email account owned by an employer and/or any other third party.
- **Document Security.** This office strives to provide confidentiality and to protect your personal information. However, we need your cooperation to provide the best protection possible. You will be providing a significant amount of personal financial information in your divorce process. You are therefore advised to take the time to black out all social security numbers. Please black out all but the last four digits of any account number on bank statements, loan statements, etc.

You are advised to consider sending your emailed documents as Adobe PDF files with password protection. This is a simple process and helps protect the privacy of your personal financial information. Passwords should be sent in a separate email from documents.

Client

Use of Online Internet Conferencing. When meeting via audio-video conference-based technology, service providers such as Zoom, WebEx, Microsoft Teams, and others may be used.

When audio-video conferencing is used, the Client and authorized professional agree to the following:

- Each participant agrees to use the service and agrees to the Terms of Service which, for Zoom, may be found at <https://zoom.us/terms> and the Privacy and Security Policy for Zoom Video Communications found at <https://zoom.us/docs/en-us/privacy-and-security.html> .
- Each participant will have a device that can access the software, is in good working order and can utilize both the audio and video features for the video conference.
- No participant will allow third parties or other unidentified parties to listen in on the conference from an extension, another room and/or otherwise listen in off-screen.
- Client will schedule participation in the conference in a way that enables to participation from a quiet room with little ambient noise and with as few interruptions as possible. Childcare arrangements will be made so that minor children will not be able to interrupt, view the video or hear the audio from the conference.
- Client will not record, nor permit others to record, any portion (neither video nor audio) of the conference. However, the facilitator may, with permission of all participants, record portions of the conference to memorialize agreements and/or understandings.

7. Termination of Process Without Cause

Client may terminate Agreement with Analyst upon the delivery of written notice signed by Client. In the event of termination, Client shall be entitled to a refund of all deposits not already earned by Analyst.

8. Right of Analyst to Withdraw

Analyst shall have the right to terminate engagement upon a Client filing any court proceeding relating to the estate, the Client’s failure to pay fees and costs timely, or in the event that Analyst has a reasonable belief that there is inappropriate conduct by a Client or professional involved in the case.

9. Fee and Retainer

Fee: Cathy L. Daigle, LLC services will be billed at a rate of **\$400.00** per hour including travel time.

Retainer: Analyst may request up to a \$5,000 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 \$5,000. In the event there is a credit balance in your account at the conclusion of services, the remaining balance will be returned to you. A \$5,000 Initial Retainer is being requested for your work.

Hourly rates apply to time spent meeting with Client 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 for case management and to facilitate reaching full agreement. Billing is incurred in increments of 0.1 hour (one tenth of an hour). Transaction fees charged by credit card may be passed through to Client.

To the extent Analyst incurs out-of-pocket costs in connection with services rendered, costs incurred shall be reimbursed by Client. Client understands cooperation, communication and timely delivery of requested information will assist to minimize fees and costs for the process. Client grants Analyst authority to incur such costs as Analyst deems necessary to obtain information needed, and Analyst will obtain prior approval of Client if/when those costs may exceed \$1,000.

The total amount of fees for services rendered by Analyst are unknown and, to a great extent, are dependent upon the cooperation and timely response of Client and ability to work in a problem-solving approach with your spouse.

Monthly billing statements are sent for services rendered; due and payable within ten (10) days of billing date if retainer is not current. It is Client responsibility to respond within 10 days with any concerns regarding the monthly billing statement. Fee payments made by check are to be made payable to: “Cathy Daigle, LLC” .

Client

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. Fee is subject to change with advance notice.

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

Not more than once in a 12-month period, may the hourly fee be adjusted. If done, it will only be after giving you at least 30 days written notice. Thereafter, I will charge at the new rate and the rest of this Agreement will remain in effect.

10. 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, Client 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.

11. File Retention and Destruction

You will have access to the secure portal and/or receive a copy of all scanned documents submitted in your case. Our office policy is to return all original documents. Cathy Daigle, LLC is not obligated to keep file copies.

SIGNATURES REQUIRED:

I/We have read the Fee and Retainer Agreement and acknowledge 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 Client 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.

_____ x _____
Dated

_____ x _____
Dated

CATHY DAIGLE, LLC
A Limited Liability Company

_____ By: Cathy Daigle, CFP®, CDFIA®
Dated Manager

Client

CFP® Board of Standards Disclosure
(a professional responsibility form)

This Financial Planning Disclosure is made between:

_____ and CFP® Certificant Cathy L. Daigle, CFP®, CDFA® (Cathy Daigle, LLC).

CFP® Certificant's: Obligations and Limited-Scope Responsibilities:

When acting in a Financial Planning capacity, duties and responsibilities of the planner and the client are discussed and outlined in the Cathy Daigle, LLC "Fee and Retainer Agreement" before divorce planning services are agreed upon and rendered to the client.

Cathy L. Daigle, CFP®, CDFA® (Cathy Daigle, LLC) does not act in the capacity of Investment Advisory Representative, Registered Representative, and/or Insurance Agent.

Responsibilities of other professionals CFP® may work with to provide necessary services:

In the course of acting in the financial divorce planning process, additional services not rendered by Cathy Daigle, LLC may be provided by other professionals. Such professionals may include, but are not limited to attorneys, tax advisors, accountants, investment advisory representatives, registered representatives, insurance agents, mental health care practitioners, real estate professionals, actuaries and/or pension consultants. Clients wishing such services may engage individuals for separate and typical compensation. Clients are not obligated to hire or engage any particular professional; however, they are encouraged to create a relationship with outside services that will help to provide the best information available to meet their situation or circumstance.

Professional qualifications and areas of expertise:

- Certified Financial Planner - CFP®
- Certified Divorce Financial Analyst - CDFA®

Certificant has been trained in Mediation, Collaborative Divorce, facilitation, ethics, taxes, pensions, business interests, tracing and other areas of divorce finance. For a complete list of education, trainings and presentations provided, please refer to Certificant's website - www.cathydaigle.com.

Compensation Arrangements:

Compensation is earned and paid according to the Certificant's Cathy Daigle, LLC "Fee and Retainer Agreement".

Additional Information:

You, the client, are encouraged to review the information contained in this disclosure form and ask any questions. As a CFP® Certificant I acknowledge my responsibility to adhere to the standards and ethical guidelines established in the CFP Board's *Standards of Professional Conduct*.

I (We) hereby acknowledge the terms herein and understand that this work is not traditional financial planning and is limited in scope as it relates to our divorce.

X _____ / _____
Date

X _____ / _____
Date

X _____ / _____
Cathy L. Daigle, CFP® Date

Privacy Policy & Practices of Cathy Daigle, LLC

We at Cathy Daigle, LLC have always valued the trust our clients have placed in us and are committed to the responsible management, use, and protection of our clients' personal information. We are proud of our privacy and confidentiality practices and want you to know how we protect your information and use it throughout your divorce proceedings.

Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

Gathering Information

Cathy Daigle, LLC collects personal information about you to help facilitate your divorce proceedings and fulfill legal and regulatory requirements. This includes such information as your name, address, birth date, and Social Security number that you provided on your Family Information Sheet or other documentation. Cathy Daigle, LLC collects nonpublic personal information from you as well as from other sources. The sources and the information collected may include but are not limited to:

- Information you provide to us through discussions via face-to-face and remote meetings, electronic communication(s), Text, postal or express courier services, FAX, internet portals, and telephone/cellular phone.
- Information you provide to your collaborative, mediation or consulting attorneys, communication coaches, business valuation specialists, pension valuers, child specialists, and other professionals involved in your proceeding.
- Information from other unaffiliated third parties, including employers, associations, benefit plan sponsors, tax preparers, and other institutions.

Sharing Information

We provide information about current or former clients from the sources described above to parties outside of our Firm only as described below:

- As authorized by you. You may direct us, for example, to send information you provided us to a third party.
- To other companies as necessary to process your business. For example, these parties must limit their use of the information to the purpose for which it was provided.
- We may disclose any of the nonpublic personal information that we collect about you, as required to conduct our business and as permitted or required by law or regulation (i.e., responses to a subpoena or court order).

Confidentiality and Security

We restrict access to information about you to those employees who need to know that information in order to provide services to you. We maintain physical, electronic, and procedural safeguards to maintain the confidentiality of your information.

We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies.

Safeguarding Privacy

Cathy Daigle, LLC recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format. Cathy Daigle, LLC authorizes access to your nonpublic personal information only to parties with whom we have executed confidentiality/nondisclosure agreements and who need that information to serve you or to assist us in conducting our operations. We maintain physical, electronic, procedural, and contractual safeguards regarding your nonpublic personal information to ensure that we comply with our own policy, industry practices, and federal and state regulations. And we train our employees in the proper handling of sensitive information. Once your divorce is finalized and you become an inactive client, we will continue to adhere to the privacy policies and practices as described in this notice.

Privacy Online

Cathy Daigle, LLC maintains a public website at www.cathydaigle.com and is a great way for current and potential clients to find out more about our services. Rest assured that when you visit our site, we will not try to gather any personal identifiable information from you without your knowing it. The following summarizes the extent to which we gather and use information obtained through our website:

- **Cookies** - A "cookie" is a small piece of information which a web server may place on your computer when you visit a site. This is useful for having your browser remember some specific information which the web server can later retrieve. When you quit your browser, some cookies may be stored in your computer's memory in a cookies file. Cookies may last only through a single visit or remain on your computer until you delete them.
- **Access Data** - Please note that when you visit our website, no personally identifiable information about you, such as your e-mail address, will be automatically collected by us.
- **E-mail** - In some cases, you may actually choose to provide us with your e-mail address or other personal information such as your address or phone number. Likewise, if you send us an e-mail, you are by default providing us with an e-mail address. E-mail addresses or other information you voluntarily provide while visiting our website are used solely for the purpose of responding to your questions and will only be shared with others in accordance with applicable laws.

Changes to Our Privacy Policy and Questions

While this privacy policy is delivered in writing annually while you are active in your divorce proceedings, the policy may change from time to time. If so, we will notify you of any changes or you can review our current policy online at any time. Privacy protections apply automatically to all of our clients and former clients. If you have questions after reading this policy, please contact our office at 408-354-9354 or write us at: Cathy Daigle, LLC, P.O. Box 504, Los Gatos, CA 95031.