

**NEUTRAL FINANCIAL COLLABORATIVE ENGAGEMENT AGREEMENT**

**This agreement is between :** \_\_\_\_\_ (**“Client”**),  
**and Financial Settlement Solutions LLC.**

**FSS LLC ( “FSS LLC” ) and (“Client”) enter into a financial analyst-client relationship upon the following terms and conditions:**

1. **Services Provided.** Client hires FSS LLC in this collaborative law matter. It is understood that FSS LLC is a Washington Limited Liability Company registered as an Investment Advisor with the State of Washington, and that the managing member of FSS LLC is John L. Twitchell.

Services provided may include gathering financial details; developing budgets; financial modeling; presenting possible financial options of settlement; valuing property; analyzing tax and economic issues; forecasting cash flows, examine retirement and insurance issues; preparing inventories and financial settlement scenarios; and tracing and characterizing property.

Client has the opportunity to terminate said contract within five (5) business days without penalty.

Financial Settlement Solutions LLC will only transact business with persons living within the State of Washington. Transactions or business will not be engaged in with anyone residing outside the State of Washington. FSS LLC will review financial information and materials provided by the Clients and their attorneys.

- 2. **Fees and Costs.** Client acknowledges that hourly billing rates of FSS LLC and standard fees will be billed at the hourly rate of **\$250 per hour**. If there any changes to these rates, a new contract will be provided.
- 3. **Payment Advance.** In some circumstances, an **“Advance on Fee”** may be requested. FSS LLC acknowledges receipt from Client in amount of **\$2,500** as an **“Advance on Fees”** to be deposited into FSS LLC’s account to be applied to fees when due. There is a high probability that the total fee will exceed the advance on fee. Under no circumstances will any “advance on fees” be held for 6 months or longer. If necessary the advance will be returned if there is a delay in completing the work during that time period. At the termination of this contract by withdrawal or completion, any unbilled portion of any advance will be immediately refunded. Per WAC 460-24A-105 FSS LLC may not maintain an advance on fee of \$500 or more for 6 months or longer without having custody of the funds. If there is an advance on fee that needs to be refunded, FSS LLC will reach out to the client and will attempt to refund the amount prior to the 6 month time period.
- 4. **Payment Terms.** Fees and costs are due in full from Client upon billing. Client acknowledges that amounts deposited into FSS LLC’s account as described in paragraph 3 above shall be applied against fees incurred by Client within five (5) business days of billing for such fees unless FSS LLC receives prior written notification of a valid reason(s) for the non-application of such amounts. A service charge shall accrue at the rate of 12% per annum (1% per month) and be added to any balance remaining unpaid thirty (30) days after the statement date. Nonpayment of a statement within sixty (60) days of statement may result in termination of this agreement, cessation of all work and withdrawal by FSS LLC from representation of Client.
- 5. **Withdrawal.** The parties to this Neutral Financial Participation Agreement each reserve the right to terminate the financial analyst-client relationship. If FSS LLC exercises this right of termination, FSS LLC will withdraw from representation of Client and refund any unbilled payment advance.

6. Non-Assignment. Per WAC 460-24A-130(2) FSS LLC will make NO direct or indirect assignment or transfer of this contract without the prior written consent of the party to the contract.
7. Records. At the completion of our work with Client, all records will be placed in storage after two years and will be destroyed after six years.
8. Electronic Delivery. FSS LLC will electronically deliver all correspondence to include required records specified in WAC 460-24A-145, account statements, fee invoices, and other documents to the client at their provided email address. The client may opt out of electronic delivery per WAC 460-24-130(8).
9. Collection Costs. In the event Client breaches this agreement, FSS LLC shall be entitled to recover from Client all actual fees and costs of collection and suit incurred by FSS LLC in enforcing their rights herein, including all time spent by FSS LLC in collection efforts at the then prevailing rates. Client agrees that, in the event of a lawsuit between the parties to this agreement, venue shall lie in King County Superior Court.
10. Privacy Notice to our Clients. Your privacy is important to us, and maintaining your trust and confidence is one of our highest priorities. We reserve the right to keep your personal information confidential and understand your desire to avoid unwanted solicitations. We are required by law to disclose our Privacy Policy to you.

The types of information we collect (by mail, telephone, or over the Internet) and maintain about you so that we can provide collaborative dissolution services to you include:

- Information we receive from you (such as your home address, telephone number, Social Security or taxpayer identification number and financial information);
- Information that we may receive from third parties with respect to you (such as trade confirmations or brokerage firm statements).

We will **not** disclose any nonpublic personal information about you or your account(s) to anyone unless one following conditions is met:

- FSS LLC receives your prior written consent;
  - **By signing this agreement you are authorizing FSS LLC to exchange all information with each of you and all of the professionals associated with this Collaborative Law Dissolution Process to better facilitate that process. Information may be exchanged by various means whether that be a face to face contact meeting, telephone conversation, fax or internet e-mail transmission.**
  - **The parties have the ability to terminate this engagement upon the delivery of written notice signed by both of the Clients or upon the withdrawal of either of them from the Collaborative Law Dissolution Process.**
- The recipient is your authorized representative and only after the authorization has been confirmed by the client;
- FSS LLC is required by law to disclose information to the recipient.
- All E-mail will be processed through FinancialSettlementSolutions.com or Hotmail.com. Our outgoing and incoming e-mails are electronically archived and subject to review and/or disclosure to someone other than the recipient. We cannot ensure the security of information e-mailed over the Internet, so you should be careful when transmitting confidential information such as account numbers and asset holdings.

We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

11. Participation with Integrity and Good Faith. Each participant shall uphold a high standard of integrity, and shall not take advantage of inconsistencies or miscalculations of the other, but shall disclose them and seek to have them corrected. The participants shall uphold the Rules of Good Faith in the Collaborative Process.

The Parties agree to deal with each other in good faith and to promptly provide all necessary and reasonable information requested.

**No formal “discovery” procedures (information gathering) such as depositions, subpoenas or interrogatories will be used unless specifically agreed to in advance by the parties.**

The Parties acknowledge that by using informal discovery (information gathering), they are giving up certain rights, for the duration of the Collaborative Law Dissolution Process, including the right to formal discovery, formal court hearings, restraining orders and other procedures provided by the adversarial legal system. They give up these measures with the specific understanding that both Parties make full and fair disclosure of all assets, income, debts and other information. The Parties acknowledge that participation in the Collaborative Law Dissolution Process, and the settlement reached, is based upon the assumption that both Parties have acted in good faith and have provided complete and accurate information to the best of their ability. The Parties agree to provide sworn statements making full and fair disclosure of their income, assets and debts, if requested.

12. Other.

**Client acknowledges receipt of FSS Firm Brochure ( Part 2 A & B of Form ADV ) version 01/01/2018.**

**It is also understood that FSS LLC does not give legal or tax advice nor does it provide investment management services.**

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT CLIENT HAS RECEIVED AND READ A COPY OF THIS NEUTRAL FINANCIAL PARTICIPATION AGREEMENT, TO INCLUDE THE PRIVACY NOTICE TO CLIENTS. CLIENT UNDERSTANDS THE AGREEMENT AND CLIENT AGREES TO ABIDE BY ITS TERMS AND CONDITIONS. WHILE FSS LLC MAY RENDER AN OPINION AS TO AN ESTIMATE OF FEES AND COSTS TO BE INCURRED, SUCH OPINION OR ESTIMATE IS NOT A GUARANTEE AND MAY CHANGE AS ADDITIONAL FACTS OR CIRCUMSTANCES BECOME KNOWN. THERE ARE NO OTHER ORAL OR WRITTEN FEE AGREEMENTS OR ARRANGEMENTS BETWEEN CLIENT AND FINANCIAL SETTLEMENT SOLUTIONS LLC.

DATE:

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**CLIENT:**

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John L. Twitchell, CDFA      FSS LLC

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**CLIENT:**