

**DIVORCE FINANCIAL ASSOCIATES, LLC**

24 Frank Lloyd Wright Drive, Suite J-3000

Ann Arbor, MI 48106

734-368-1339

FAX 815-331-0592

RETAINER AGREEMENT

I, \_\_\_\_\_, the undersigned client, (“Client”) do hereby retain and hire DIVORCE FINANCIAL ASSOCIATES, LLC (“Company”) to provide divorce financial planning and analysis for me in the matter of my divorce. Client agrees to pay all fees and costs incurred and to advance the sum of \$\_\_\_\_\_ as an initial retainer fee.

1. Divorce Financial Analysis Services: Company shall provide Client with divorce financial planning and consulting services including, but not limited to making recommendations and preparing written observations and analysis for Client’s personal use or for litigation support. Company’s recommendations may be implemented at Client’s sole discretion. No portion of the services rendered by Company should be interpreted as legal, accounting, tax or investment services. In such matters Client should defer to the advice of their chosen professionals.

2. Hourly Fee Schedule: It is mutually agreed that Client shall be charged for work and services at the rates set forth below, and billed in 1/4 hour increments:

- Consultation and Preparation \$150.00/hr
- Travel Time \$ 75.00/hr
- Court, Mediation, Arbitration and Hearing \$175.00/hr
- Administrative \$ 65.00/hr

Client further agrees to be responsible for all long distance calls, fax charges and photocopies and all other out-of-pocket expenses incurred on behalf of Client.

3. Nontraditional Hours: Company will attempt to be available for emergencies through voicemail pager notification at nontraditional hours, at its discretion; services requested at such times may be charged a 25% premium over the rate which would otherwise be charged under this Agreement. Nontraditional hours shall be considered before 8:30 A.M. or after 5:30 P.M. weekdays and from 5:30 P.M. Friday through 8:30 A.M. Monday. All public holidays.

4. Retainer and Payment: Upon the execution of this Agreement a retainer in the sum mentioned in Section 1 of the Agreement shall be immediately payable by Client to Company. All fees and expense charges shall be charged against said retainer until such time as the retainer is exhausted.

Client understands that the retainer may not cover all the fees and costs necessary to complete the engagement. Should the initial retainer be consumed, Company may require additional retainers in an amount deemed to be appropriate by the Company. Company will provide a detailed invoice at the end of each calendar month showing amounts charged against retainer and the remaining retainer balance (if applicable). However a minimum fee of \$500 is charged in all cases.

Client agrees that any amounts incurred that exceed the retainer will be due and payable in full within 15 days of an invoice being rendered to Client. Any invoice not paid within 15 days will be assessed interest at the rate of 18% per annum (1.5% per month) plus costs of collection, including attorney fees and costs. In the event that any outstanding invoices are not paid timely, Company may terminate its services and withhold any undelivered work product. Company shall have a lien on all Client documents, property, or money in its possession for the payment of all sums due to Company under the terms of this Retainer Agreement.

5. Term and Termination of Agreement: The term of this Agreement shall commence on the date of this Agreement and shall continue until the completion of the engagement, provided, however, either party may terminate the Agreement prior to that date, at any time, with or without cause, upon written notice to the other party. In the event of termination, Client agrees to promptly pay Company for all services rendered and all reimbursable expenses incurred through the date of termination. If the retainer balance exceeds the amount owed by Client to Company, Company will refund the unearned portion of the retainer balance to Client, subject to the \$500 minimum fee mentioned above in Section 4.
6. Obligation to Provide Accurate Data: In performing its services Company will rely exclusively upon the accuracy of financial statements, information and representations provided by Client and Client's chosen professionals. Company shall not be required to verify any information obtained from Client or Client's attorney, accountant or other professionals, and is expressly authorized to rely on same. All such professionals are hereby given permission to provide Company with information it may request. Client will indemnify and hold Company (and its agents and employees), harmless from and against all claims, losses, liabilities, damages or expenses, (including attorney fees and costs) resulting from false, inaccurate, inadequate, or incomplete financial or other information supplied to Company, or otherwise from its performance of the engagement services.
7. Independent Advice: Company provides supporting financial information and analysis to be utilized by the Client and Client's selected attorney, accountant or other professionals. Client understands that Company does not provide legal, accounting, tax or investment advice. Client is encouraged at all times to obtain legal, accounting, taxation, and brokerage/investment services from any professional source to review or implement Company's work product and recommendations.
8. Implementation of Recommendations: Client is free at all times to accept or reject any recommendation made by Company, and Client acknowledges that they have sole authority and absolute discretion with regard to the implementation, acceptance, or rejection of any

recommendation(s) made by Company. Company's recommendations are based upon professional judgment and Company gives no warranty of any kind and cannot guarantee the results of any of its recommendations.

- 9. Confidential Information: All work is deemed confidential, and subject to all applicable attorney-client privileges and work product protections.
  
- 10. Governing Law: This Agreement is governed by Michigan law, and when executed by both parties, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all previous agreements, quotations or negotiations between the parties, whether oral or written. This Agreement may only be amended in writing signed by Company and Client.

SIGNATURE INDICATES THE ABOVE HAS BEEN READ AND AGREED TO:

\_\_\_\_\_  
Client

\_\_\_\_\_  
MARTIN COBB, CDFATM  
FOR DIVORCE FINANCIAL ASSOCIATES, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Client's Address: \_\_\_\_\_

Client's Phone Numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_

PLEASE MAIL SIGNED ORIGINAL TO:

DIVORCE FINANCIAL ASSOCIATES LLC  
8404 LISS ROAD  
WILLIS, MI 48191

PLEASE INDICATE PREFERRED METHOD OF DELIVERY FOR REPORTS:

Mail (Hard-copy) / Email (pdf) / Fax

WOULD YOU LIKE US TO SEND A COPY TO YOUR ATTORNEY? Yes / No