



7887 E. Belleview Ave., Suite 1100  
Denver, CO 80111  
(303) 875-8730

### **Divorce Financial Service Agreement**

I/We, \_\_\_\_\_, hereby retain and employ A.M. Financial to provide financial analysis and planning in the matter of my/our divorce.

- ☐ **Divorce Financial Planning Service Fees, Retainer/Hourly Services:** It is mutually agreed that I/we shall be charged for services at the rates set forth below. All divorce financial planning services including pension valuations if applicable are included:

	<u>Fee</u>
Initial Retainer	\$2000
Consultation and Preparation	\$175/hour
Attending Court, Mediation, Arbitration	\$200/hour
Travel Time	\$50/hour
Administrative Tasks	\$50/hour

- ☐ **Pension Valuation Services:**

	<u>Fee</u>
Initial Retainer	\$500
Consultation and Preparation	\$175/hour
Attending Court, Mediation, Arbitration	\$200/hour

**Payment:** If this agreement is entered by two parties, it is understood that both parties are equally and fully responsible for payments due until such time the account is paid in full.

All retainer/hourly services provided shall be charged against the initial retainer outlined above until the retainer is exhausted. I/we understand that the retainer may not pay all the fees and costs necessary to complete the consultation. Should the initial retainer be

consumed, A.M. Financial may require additional retainers in an amount deemed to be appropriate. Any part of the retainer that is not used will be refunded. Depending on the scope of the engagement, A.M. Financial has discretion to adjust the initial retainer amount.

I/We agree that any remaining charges above the initial retainer will be due and payable in full within 15 days of the invoice. In the event of a delay in final court orders, I/We agree to bring the account current within 15 days of being invoiced. Any remaining balance not paid within 15 days will be assessed interest at the annual rate of 15%, assessed monthly.

**Confidentiality and Restrictions:** I/We understand and agree to the following service model regarding confidentiality and applicable restrictions during and after the scope of this agreement:

☐ **Financial Neutral**

A.M. Financial will act as a financial neutral therefore any documents and information provided by one spouse may be shared with the other spouse. Analysis and education will be provided to both parties taking into consideration the couple's current financial situation and each individual's priorities. It is understood that one spouse may require more support than the other spouse due to varying degrees of financial knowledge.

It is understood that to prevent any conflicts of interests between spouses, that at such time this service agreement ends, no additional services may be rendered by either spouse in relationship with A.M. Financial as a financial advocate or to the assigned service provider through WealthSource Partners.

☐ **Financial Advocate**

A.M. Financial will act as a financial advocate therefore all client provided documents and information will remain confidential. At such time this service agreement ends, the client is free to render services from any financial professional including assigned service provider through WealthSource Partners for any financial planning or asset management needs (reference the Conflict of Interest addendum for more information).

It is understood that if A.M. Financial is initially contracted by one spouse as a financial advocate, this spouse can choose to terminate the financial advocate services and engage in financial neutral services with the other spouse.

**Obligation to Provide Accurate Data:** I/We agree to provide A.M. Financial with accurate, reliable, and complete financial statements and information. I/We understand A.M. Financial will rely exclusively on such information provided. Consequently, I/We agree I/We will not hold A.M. Financial or its affiliates accountable for any errors or omissions in their work product resulting from my/our failure to provide accurate, reliable, and complete financial information.

**Participation and Communication:** It is understood that this engagement and the services provided by A.M. Financial requires timely participation and communication from client(s).

**Financial Neutral Communication:**

It is understood that all communication and/or documents, including any client attorney communications, provided to A.M. Financial may be shared with the other spouse. Each client is fully responsible for determining what information is provided to A.M. Financial and therefore what may be shared with the other spouse. Clients may contact A.M. Financial directly via email however the other spouse will be copied on all responses from A.M. Financial.

**Services Provided:** A.M. Financial provides supporting financial information, evaluation and analysis to be utilized by the client and the client's selected attorney if directed, during the process of their divorce. Services provided in regards to this agreement are solely fee-only and do not involve investment or security advice or insurance transactions. All information is financial in nature and should not be construed or relied upon as legal or tax advice. **A.M. Financial IS NOT AN ATTORNEY AND DOES NOT PROVIDE LEGAL OR TAX ADVICE.** Individuals are encouraged to seek competent legal and tax advice from professionals who specialize in divorce and tax laws in their respective state.

**Termination:** This agreement will continue in effect until terminated by client(s) with written notice to A.M. Financial and the other spouse if rendering financial neutral services. It is understood that it is the client(s) responsibility to acquire any financial documentation, analysis, reports and/or explanations thereof from A.M. Financial, before terminating this service agreement.

**Financial Advocate Services:** If additional services are needed after service has been terminated, the client will be required to engage in a new agreement and pay any applicable fees or retainers.

**Financial Neutral Services:** If for any reason during financial neutral services, one spouse becomes disengaged in the process and/or puts a hold on any work being provided where A.M. Financial cannot effectively provide services to one or both spouses, referrals to other professionals will be provided and A.M. Financial services will be terminated. Therefore, it is understood that services can be terminated at any time and does not guarantee a completion of consultation.

**Arbitration:** By signing this agreement, I/we agree, to the extent permitted by law, that all controversies which may arise between the client(s) and A.M. Financial concerning the services and or fees associated with this agreement, shall be submitted to arbitration in Arapahoe County, Colorado.

**Conflict of Interest Disclosure:** I/We certify that I/we have read the Conflict of Interest Disclosure addendum to this agreement explaining the relationship between A.M. Financial and WealthSource Partners. It is understood that to prevent any conflicts of interests between spouses, that at such time this service agreement ends no additional

services may be rendered by either spouse in relationship to the assigned service provider through WealthSource Partners.

SIGNATURE INDICATES THE ABOVE HAS BEEN READ AND AGREED TO:

\_\_\_\_\_  
Client

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Mahlen on behalf of A.M. Financial

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

## **Addendum Conflict of Interest Disclosure**

This addendum provides an understanding regarding any conflicts of interest within or between A.M. Financials' business practices.

Through the services of A.M. Financial, fee-for-service business is provided to assist clients with financial divorce transitioning.

Through WealthSource Partners, fee-only services are offered including financial planning and asset management. **Due to this relationship, a vested interest in directing business to WealthSource Partners exists.**

All fees derived from A.M. Financial or WealthSource Partners are charged separately and independently for services rendered through either entity. So, that there will be no future misunderstanding, any recommendations to pursue financial planning or asset management requires no obligation to be completed through WealthSource Partners. There are no requirements or obligations to retain the services provided through WealthSource Partners as a financial planner or asset manager. Clients are free to select any financial planning firm, brokerage firm or other service providers desired to implement their settlement agreement.

**A.M. Financial is not authorized to render legal advice or prepare legal documentation, prepare or amend the filing of personal income, gift, or estate tax returns or serve as a trustee. Clients are encouraged to seek competent legal, tax and trustee assistance for these services.**

This letter serves as an understanding of A.M. Financials' business practice and as an explanation of any potential conflicts of interest.

A.M. Financial