

PARTICIPATION AGREEMENT

FINANCIAL SPECIALIST

BETWEEN:

And

(collectively, the “Parties”)

The parties agree to the following guidelines for purposes of these discussions:

1. The Financial Specialist is retained to act in the role of a neutral facilitator for discussions relating to the financial issues of the collaborative proceedings.
2. The Parties take full responsibility for understanding their rights and negotiating the outcome of the discussions.
3. The discussions with the Financial Specialist are for the sole purpose of resolving the financial issues in dispute.
4. These discussions and any consensus reached are without prejudice to the Parties. Verbal agreements, concessions or statements of any kind which may be made during the Collaborative Process are unenforceable, confidential and without prejudice. Only written agreements signed by the parties and witnessed shall be enforceable in a court of competent jurisdiction.
5. Should litigation occur, neither party will call the Financial Specialist as a witness.
6. All pertinent information will be fully disclosed.
7. Both Parties are represented by legal counsel. The Financial Specialist will not give legal advice.
8. The Parties agree to pay the Financial Specialist’s fees of \$ per hour, plus HST. Time to prepare notes and schedules and telephone calls will be charged at the above hourly rate.

9. The Financial Specialist is compelled to report to Social Services any reasonable belief that a child may be in need of protection, under Section 7 of the Child, Family and Community Services Act.
10. The Parties agree that matters discussed may be shared with the collaborative lawyers and divorce coaches making up the collaborative family law team.
11. The Financial Specialist will not take assets under administration or sell any financial products to the parties at any time, including during or after the Collaborative process.
12. The Financial Specialist will not work with either client post settlement or after termination of the collaborative process, except for, with the agreement of both parties, the Financial Specialist may assist either or both clients in the implementation of their settlement agreement if agreed upon as part of the collaborative process.

I understand and will abide by these terms.

Party one: _____

Party two: _____

Financial Specialist: _____

Date: _____