



## Mediation Engagement Agreement

We are pleased to be able to provide mediation services to you. This engagement agreement is to specify and confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide. Ethical guidelines and our professional liability insurance requires this agreement to be completed.

The Watson CPA Group PLLC will provide mediation services in part from information both parties will furnish us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of the information provided through our required due diligence. We may furnish you an organizer or checklist to guide you in gathering the necessary information. Your use of an organizer or checklist will assist in keeping pertinent information from being overlooked.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud and defalcations, which might exist. In addition, we will use professional judgment in resolving questions where the associated law is unclear, or where there might be conflicts between the court's interpretation of the law and other supportable positions. It is understood that the Watson CPA Group PLLC is not qualified and will not render any legal advice nor is the Watson CPA Group PLLC considered a law firm.

You agree that this process will be mediation, and understand that the purpose of the mediation is to attempt to find a mutually acceptable resolution of the financial issues. To achieve a mutually acceptable resolution, the Watson CPA Group, you and your attorneys (if applicable) will work to ensure that each party understands the facts asserted and the claims of all the parties. In order for the mediation to be successful, open and honest communications are essential. Accordingly, you will make complete and accurate disclosure of all matters relevant to the process of settlement. This includes each party providing the Watson CPA Group PLLC with all relevant information that would be available in the discovery process in a legal proceeding. The mediating parties shall treat all such communications as strictly confidential. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.

The Watson CPA Group PLLC may engage an independent consultant to clarify and review issues in the case. We will not disclose any information learned during the mediation without the express permission of both parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.

In order to maintain confidentiality the parties agree not to call the Watson CPA Group PLLC or its employees as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in the Watson CPA Group PLLC's possession developed for or in the course of this mediation. If either party attempts to subpoena the Watson CPA Group PLLC or its employees, or any documents related to the mediation, the Watson CPA Group PLLC or the named individual will move to quash the subpoena. The parties agree to reimburse the Watson CPA Group PLLC for all expenses incurred in such an action (including attorney's fees and

Client Initials \_\_\_\_\_

costs) plus \$250 per hour for time spent by the Watson CPA Group PLLC for preparing and defending the action to quash the subpoena.

There might be unique facts and circumstances which allows the Watson CPA Group PLLC or its employees to appear as financial expert witnesses in a limited scope capacity with consent from both parties and approval from a court of law.

The exception to the confidentiality rules stated above is that this agreement to mediate and any written agreement made and signed by the parties as a result of the mediation may be used in any relevant proceeding, unless the parties, by written agreement, decide otherwise. Nothing in this engagement agreement shall be construed to prevent the Watson CPA Group PLLC or its employees from reporting matters such as threats or actual instances of injury to a child or a party, or any other activities which have a strict reporting requirement.

In mediation, the Watson CPA Group PLLC's role is to aid the parties in seeking a fair agreement in accordance with their respective interest. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. We recommend that each party be represented by counsel to whom all questions of law should be addressed. The Watson CPA Group PLLC will work with counsel for the parties throughout the mediation to help facilitate an agreement.

The Watson CPA Group PLLC will not have a professional relationship with either party if one of the parties terminates his/her participation in the mediation or after the conclusion of the dispute unless a signed release is obtained.

Our fees will be based upon our current rate schedule which may be found at-

**[www.watsoncpagroup.com/fees](http://www.watsoncpagroup.com/fees)**

### **Conflict Disclosure**

Jason Watson and Tina Watson are both affiliated with One Call Capital Group, a State of Colorado Registered Investment Advisor. Jason Watson's and Tina Watson's affiliations with the Watson CPA Group PLLC pose a potential for a conflict of interest. The Watson CPA Group PLLC, Jason Watson and Tina Watson will not make recommendations or offer other services besides mediation during the mediation engagement. The Watson CPA Group PLLC will not have a professional relationship with either party if one of the parties terminates participation in the mediation or after the conclusion of the proceeding unless a signed release is obtained.

### **Record Retention Policy**

In accordance with the Watson CPA Group PLLC's current record retention policy, we will retain our work papers and copies of your financial information for the mediation engagement for seven years. We will provide you copies of all reports prepared. If you should need replacements, we will provide additional copies which might incur additional costs to you. All of your original records will be returned to you upon request only. After seven years, our records pertaining to this engagement will no longer be available. Physical deterioration or catastrophic events may shorten the term during which our records will be available. The work papers and files of our firm are not a substitute for your original records. It is agreed and understood that in connection with the performance of our engagement, the work papers prepared by us will remain property of the Watson CPA Group PLLC.

Client Initials \_\_\_\_\_

## Privacy Policy

This is being furnished to you as required by the Gramm-Leach-Bliley Act, which addresses in part the protection of individuals' privacy. This is the notice required by law.

The Watson CPA Group PLLC treats any information concerning our clients and former clients with strict confidentiality. Consistent with that policy, we restrict access to nonpublic personal information concerning you to Watson CPA Group PLLC's employees who must have it in order to provide you the products and services for which you have retained us. We do not disclose any personal or confidential information to anyone else without your express permission to do so, except as permitted or required by law. In addition, we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

For additional information please refer to our safety and security policies at-

**[www.watsoncpagroup.com/safe](http://www.watsoncpagroup.com/safe)**

## Closing

Regardless of the location of your residence or business, the El Paso County District Court, the State of Colorado, or the appropriate federal district court having venue, will have jurisdiction over all controversies that might arise regarding this engagement agreement.

It is agreed by us that there are no other agreements or understandings between us relating to the subject matter of this engagement agreement and that it supersedes all prior mediation engagement agreements and the like, either written or oral, that exist or might have existed. Neither this engagement agreement nor its execution have been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed in this engagement agreement. No change or modification of this engagement agreement shall be valid unless made in writing and signed by the parties.

You or the Watson CPA Group PLLC may cancel this engagement at any time by any form of written or electronic notice. If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.

Thank you for permitting us to be of service. We value our relationship with you and hope you view us as your most trusted advisor. We will work to continue earning that trust.

The Watson CPA Group PLLC

Client Initials \_\_\_\_\_

### To Be Completed By Client or Client's Representative

The terms of this mediation engagement agreement for mediation services described on **pages 1 through 4** are acceptable and hereby are agreed to. We also agree to the use of Conflict Disclosure, Record Retention Policy and Privacy Policy set forth in this engagement agreement.

Accepted by:

_____	_____	_____
Client Printed Name	Signature	Date

_____	_____	_____
Client Representative and Title (if applicable)	Signature	Date

_____	_____	_____
Client Printed Name	Signature	Date

_____	_____	_____
Client Representative and Title (if applicable)	Signature	Date

**Instructions-** **Do not sign this engagement agreement if you do not understand and / or agree with the terms.** Otherwise, please initial each page at the bottom including the signature page, and sign where indicated.

Please retain a copy and return the initialed and signed original to our office via your client portal, fax, in-person or by mail using the contact information on page 1.

Client Initials \_\_\_\_\_