



PO Box 7005 Bloomfield Hills, Mi 48302-7005

FEE AGREEMENT

HOW FEES WILL BE SET

Divorce Axis charges fees for services rendered, as listed below. Non-routine out of pocket expenses may be charged by us to you as stated in the paragraph below.

QDRO/EDRO Draft.....\$500 flat fee per order
(includes preparation of suggested judgment language, ordinary plan research and any revisions necessary to get Plan approval)

CIVIL SERVICE/MILITARY ORDER Draft..... \$500 flat fee per order
(includes preparation of suggested judgment language, ordinary plan research and any revisions necessary to get Plan approval)

Pre-Judgment QDRO Consultation..... \$250 per case
(includes plan document review for all plans being divided, discussion of division options with attorney/client and draft of suggested judgment language for your case).

EXPERT WITNESS TESTIMONY FEES.....\$250 per hour

HOURLY EXPENSES

Divorce Axis fees include routine 1st class mailing costs, initial telephone charges and any revisions necessary to get Plan approval.

However, we reserve the right to charge you our hourly rate of \$200 per hour arising in connection with the Services which are other than routine. These may include time spent equalizing the balances of several accounts or performing any additional financial calculations and written reports or emails as requested by either party and/or their attorneys. **Whenever such costs are incurred, they will be carefully itemized and billed at an hourly rate of \$200 per hour.** You agree that these costs must be paid prior to our obligation to complete the Services.

Any services requested by you in addition to preparation of the QDRO will be paid by you at the rate of \$200 per hour. You agree that if you request hourly rate services, we have no obligation to render such services before payment of the hourly rate in advance, based upon a good faith time estimate, if we request such payment.

PAYMENT OF FEES

You agree to pay the applicable Fee(s) in advance. You agree that the Fee(s) is (are) nonrefundable ("Minimum Fee(s)"). You agree that our obligation to render the Services does not begin until we receive the Minimum Fee(s) and approval of the term of the Fee Agreement from you. You agree that we have no obligation to render the Services until we receive all necessary information requested by us.

www.divorceaxis.com



TERMINATION

You may terminate this Agreement at any time, with or without cause, by written notification to Divorce Axis, LLC. If such termination occurs, your papers and property will be returned to you promptly. Divorce Axis' own file pertaining to the case will be retained. Your termination of the Services will not affect your responsibility for payment for the Services rendered and out of pocket costs incurred before termination. The "Minimum Fee" is non-refundable.

Divorce Axis reserves the right to decline or discontinue the Services for such things as non-payment of fees or costs, conduct which renders it unreasonable difficult to carry out the engagement effectively, failure to provide information within a reasonable time or conflict of interest. Divorce Axis will immediately give you written notice that we have discontinued the Services.

ARBITRATION

In the event of a disagreement, including fee disputes, services rendered or any other issue in dispute, you agree to resolve the matter by binding arbitration only. The prevailing party shall also be awarded attorneys' fees and costs incurred as a result of the disagreement and arbitration. The language of this Agreement will be interpreted using plain meaning of the words. Both parties participated in the negotiations of this Agreement and the language shall not be construed against either party.

ENTIRE AGREEMENT

This Fee Agreement represents the entire agreement for all periods during which Divorce Axis renders the Services. Any representations, whether orally or in writing, which are not stated in the Fee Agreement, will have no effect. If any term of this Fee Agreement is invalid, the remaining terms shall continue in full force and effect.

EXECUTION OF AGREEMENT

By signing the Fee Agreement you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Fee Agreement with full understanding of the legal ramifications contained in this Agreement.

OUTSIDE LEGAL REPRESENTATION

Divorce Axis does not express any opinion as to the outcome of any legal matter, nor does it or its representatives render anything that could be construed or interpreted as legal advice. All work accomplished is based on financial and pension related data and is necessarily limited by knowledge of the facts which are based upon the information presented by you, your client and/or the Plan. Divorce Axis does not employ lawyers to draft their QDRO's, but rather they are drafted by financial professionals with pension and QDRO expertise.



It is also understood by all parties that all Orders prepared will ONLY be released to an attorney who will review the Order for legal content, suitability and conformance with the parties' intentions. Said attorney will in turn submit such Order(s) to the Court. Divorce Axis will not perform any work on cases wherein parties do not have legal counsel.

INITIAL HERE

Client 1

Print Name: _____

Signature: _____

Date: _____

Are you an attorney representing a client in this matter? _____

If you answered yes to the above, please list your client's name below:

(If jointly retained by both parties, both parties' signatures are required)

Client 2

Print Name: _____

Signature: _____

Date: _____

Are you an attorney representing a client in this matter? _____

If you answered yes to the above, please list your client's name below:
