

**ADDITIONAL AGREEMENT, SOLELY BETWEEN THE PARTIES,
REGARDING DISQUALIFICATION**

In addition to the terms set forth in the PARTICIPATION AGREEMENT IN THE COLLABORATIVE LAW PROCESS, we, _____ and _____, agree with and bind ourselves to the following terms, as part of our collaborative divorce process:

I. ABUSE OF THE COLLABORATIVE PROCESS

By this agreement we are each directing our respective collaborative law attorney to withdraw from the case and/or to terminate the collaborative law process as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the collaborative law process. Examples of such violations of the process are: the secret disposition of marital or separate property, failing to disclose the existence or the true nature of assets and/or obligations, failure to participate in the spirit of the collaborative process, abusing the minor children of the parties, secret preparation to engage in litigation while appearing to participate in a collaborative divorce process, planning to flee the jurisdiction of the court with the children, or unilaterally changing any of the geographical circumstances of a minor child in any way that would affect the current or future scheduling and other connections with both parents.

We both understand that the collaborative lawyers each represent only one party, and not both parties. We both understand and acknowledge that neither collaborative lawyer owes a legal duty to a party he or she does not represent. Nothing in the PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE or this ADDITIONAL AGREEMENT, SOLELY BETWEEN THE PARTIES, REGARDING DISQUALIFICATION shall be interpreted to mean that either party could ever have a claim against the other party's lawyer with respect to any aspect of the collaborative divorce, including, without limitation, disclosures, negotiations and/or terms of settlement.

II. DISQUALIFICATION BY COURT INTERVENTION

- We understand that our collaborative lawyers' representation is limited to the collaborative divorce process, which may include Collaborative mediation/arbitration, and that neither of our lawyers shall represent us in court in a proceeding against the other spouse.
- In the event a court filing is unavoidable, we each agree that our lawyers will be disqualified from representing either client. A court filing will also terminate the collaborative process.
- In the event that the collaborative law process terminates, all professionals and consultants who participated in this collaborative divorce will be disqualified as witnesses and their work product will be inadmissible as evidence unless we agree otherwise in writing.

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Page 2

III. PLEDGE

THE PARTIES PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THE ABOVE TERMS OF THIS DOCUMENT.

Dated: _____, 202_.

Party

Party