

2026 CONSULTING PROFESSIONAL SERVICES AGREEMENT

Dear Client,

Thank you for your interest in retaining Kincaid Wolstein Vocational and Rehabilitation Services. Please take a moment to review this document in its entirety. At your earliest convenience, kindly complete the brief intake form below, append your signature, and return it. We prefer that you send payment by check or ACH wire transfer. 50% of the invoice total is required upon retention and prior to the start of work. The remaining 50% (payment in full) is required prior to the release of all draft work products. **We look forward to working with you!**

INTAKE INFORMATION	
Individual To Be Evaluated:	
Retaining Attorney Name/Email	
☐ Reports can be emailed to paralegals.	
Retaining Paralegal/Email	
Retaining Firm/Phone number	
Invoice should be sent to	
Retaining Counsel Represents	☐ Plaintiff ☐ Defense ☐ Joint with Co-Counsel(s)
Opposing Counsel Name	
Opposing Counsel Firm	
Carrier/Claim No. (Defense)	
Adjuster Name (Defense)	
Type of Case	☐ Personal Injury ☐ Med Mal ☐ WC ☐ MVA ☐ Wrongful death ☐ TDIU ☐ LTD ☐ Other
Work Product(s) Authorized	☐ Business Valuation ☐ Life Care Plan ☐ IME ☐ Loss of Household Services ☐ Economic Analysis ☐ VE
Report(s) Needed By (Due Date)	
Referral Source	
Payment Method	☐ Check ☐ Credit Card ☐ ACH
Signature & TIN/EIN of Party	By signing my name below, I agree to solidify retention of KWVRS for the work products I have selected above. Additionally, I have reviewed and agree to the Conditions of Retention, including KW's policies with regards to turnaround time, payment schedule, and expert assignment. I authorize the review of the confidential records to be exchanged, and I agree that I am responsible for ensuring payment of all professional fees, 50% upon retention, and the balance prior to the release of the draft report. Signature TIN/EIN Date

EXHIBIT A: DOCUMENTS REQUESTED for BUSINESS VALUATIONS AND ECONOMIC ANALYSES

Section	Specific documents / information	Requested
Executed authorizations to release records	Tax, banking, payroll, and merchant-processing authorizations (signed)	✓
Business Profile Questionnaire	Entity type; EIN; NAICS; locations; products/services; key personnel; ownership	✓
Financial records (provide native files where possible: QuickBooks/Xero/Sage exports + chart of accounts)	Federal & state returns with all schedules (1120/1120-S/1065/Schedule C) for last 3–5 years; Monthly P&L, balance sheet, cash-flow, trial balance, general ledger (≥36–60 months pre-event through present); Sales/revenue detail by month and by product/service, location, and customer; price lists/discounts; COGS details and purchase journals; vendor invoices/summaries; AR/AP aging by month; Bank statements; merchant processor statements; POS/e-commerce exports; web analytics (if applicable); Inventory records (SKU-level if available), valuation method, counts, write-downs	✓
Payroll & staffing records	Payroll registers by pay period; employee-level hours/overtime/pay type; payroll taxes/benefits; 1099 summaries; staffing rosters/schedules; timesheets for the claimed loss period	✓
Insurance, claims, and coverage	Full BI policy (declarations, forms, endorsements, limits, waiting periods, civil-authority/ingress-egress); Claim submissions; adjuster communications/reports; insurer coverage letters	✓
Event, closure, and causation evidence	Government orders/public-health directives; landlord/property notices; Supplier/customer cancellations or delays; impacted POs/contracts/service agreements; Incident reports; photos; repair logs/invoices; temporary-operations records; Defined loss period (start/end) with rationale	✓
Operations & capacity documentation	Hours of operation; capacity/throughput; production logs; service-slot utilization; bottlenecks/constraints; Vendor lead times; shipping/receiving logs; supply-chain disruptions/substitutions; Fixed vs. variable cost mapping; contribution margin; breakeven analyses (if available)	✓
Budgets, forecasts, and pipeline	Pre-event budgets/forecasts; seasonality analyses; board/management projections; CRM/pipeline exports;	✓

	order book/backlog; marketing calendars; planned initiatives/expansions	
Market & external data (client-held)	Local market/industry reports; competitor closures/openings; pricing history/promotions; Foot-traffic/location analytics; reservation/appointment logs	✓
Legal/contractual materials	Formation documents; leases; franchise agreements; supplier and customer contracts; Loan agreements/covenants; litigation pleadings; discovery; deposition transcripts; other experts' reports	✓
Mitigation & offsets	Steps taken to mitigate (alt suppliers, remote sales, overtime, advertising); Government relief (PPP/EIDL/ERC) and insurance proceeds; documentation of saved/avoided expenses	✓
Licenses & regulatory compliance (if applicable)	Current licenses/permits; any notices of violation or forced closures	✓
Submission guidance (instructions)	Provide native electronic files (Excel/CSV, accounting backups) whenever possible; If production exceeds 2,000 pages , review beyond that volume billed hourly per fee schedule; Include at least 36 months pre-event data and all post-event data to date	—

✓ = document requested for this type of report

Please note that KWVRS is a paperless office. All records must be submitted electronically.

**EXHIBIT A, Addendum A: DOCUMENTS REQUESTED for
LOSS OF HOUSEHOLD SERVICES REPORTS**

DOCUMENT(S)	VOCATIONAL EVALUATION	LIFE CARE PLAN or IME
Signed HIPAA Release	x	✓
Completed Personal History Questionnaire	✓	✓
Medical Records - ER Records from the date of incident - Discharge Summaries and Operative/Procedural reports from all hospital stays. (Please refrain from sending the entire hospital record. Thank you.) - Imaging/Diagnostics (Reports only; Images unnecessary.) - Narrative Reports - Independent Medical Examination reports (both Plaintiff and Defense) - Functional Capacity Evaluations <i>Please keep medical records within 1,000 pages if possible. Review of >1,000 pages will be billed hourly per the fee schedule.</i>	✓	✓
Legal Exhibits - Bills of Particulars - Summons & Complaints - Deposition/Testimony Transcripts	✓	✓
Other Experts' Reports	✓	✓
Employment Records - Tax Returns, W2 Earnings Records, or other Earnings Records (such as paystubs) - Social Security Administration Statement of Earnings - Union Contracts - Job Descriptions - Performance Evaluations	✓	x
Educational Records - Transcripts demonstrating higher or specialized education - Special Certification Documents	✓	x
Prison Records (if applicable)	✓	x

- For additional records requested for an Economic Assessment and/or Loss of Household Services Analysis, please consult the appropriate addendum(s) for this report type. Thank you.

✓ = document requested for this type of report

x = document not necessary for this type of report

Please note that KWVRS is a paperless office. All records must be submitted electronically.

**EXHIBIT A, Addendum C: DOCUMENTS REQUESTED for
TRANSITION EVALUATIONS**

DOCUMENT(S)	VOCATIONAL EVALUATION	TRANSITION EVALUATION
Signed HIPAA Release	✗	✗
Completed Personal History Questionnaire	✓	✓
Medical Records - ER Records from the date of incident - Discharge Summaries and Operative/Procedural reports from all hospital stays. (Please refrain from sending the entire hospital record. Thank you.) - Imaging/Diagnostics (Reports only; Images unnecessary.) - Narrative Reports - Independent Medical Examination reports (both Plaintiff and Defense) - Functional Capacity Evaluations <i>Please keep medical records within 1,000 pages if possible.</i> <i>Review of >1,000 pages will be billed hourly per the fee schedule.</i>	✓	✓
Legal Exhibits - Bills of Particulars - Summons & Complaints - Deposition/Testimony Transcripts	✓	✗
Other Experts' Reports	✓	✓
Employment Records - Tax Returns, W2 Earnings Records, or other Earnings Records (such as paystubs) - Social Security Administration Statement of Earnings - Union Contracts - Job Descriptions - Performance Evaluations	✓	✓
Educational Records - FERPA authorization - IEPs, 504 Plans, BIPs - Academic records and transcripts - Psychoeducational and psychological evaluations - High school or college transcripts - Special training certificates	✓	✓
Prison Records (if applicable)	✓	✗

✓ = document requested for this type of report

✗ = document not necessary for this type of report

Please note that KWVRS is a paperless office. All records must be submitted electronically.

EXHIBIT B: COMPENSATION SCHEDULE

Service	Fee
Consultation	\$2,500 Retainer
Business Valuation Report (Stand-Alone Engagement)	\$15,000 Retainer
Business Valuation & Economic Damages Assessment (Combined Report)	\$20,000 Retainer
Economic Damages Assessment	Stand-Alone Report: \$6,000 In Combination with Another Report: \$5,000
Transition/Education Evaluation	\$5,000 - \$7,500
Loss of Household Services Valuation	\$4,000
Court Appearance (Trial Testimony)	\$6,500
Deposition	Up to 4 Hours: \$4,000 Full Day (More than 4 Hours): \$5,500
Preparation for Court Appearance or Deposition	\$550/hour
Interview / Case Conference No-Show or Cancellation (under 72 hours)	\$750
Travel Surcharge	\$550/hour
Expedited Report Surcharge (from interview / data receipt date)	1–7 Day Turnaround: \$5,000 8–14 Day Turnaround: \$3,750 15–29 Day Turnaround: \$2,500
Supplemental / Addendum / Revision	Any edits requested beyond 30 days after the original draft report is completed (excluding internal error): \$550/hour
Clerical Work and/or Extensive Record Summarization	Clerical tasks and/or summarizing financial, tax, or business records in excess of 1,000 pages or those received after the interview has occurred: \$300/hour

EXHIBIT C: CONDITIONS OF RETENTION

These Conditions of Retention apply to all engagements between Kincaid Wolstein Vocational and Rehabilitation Services (“KWVRS” or “Company”) and the Retaining Counsel (“Client”), regardless of case type, work product, or Professional Services Agreement (“PSA”). These Conditions govern the operational, administrative, and procedural requirements under which professional services are performed and apply in conjunction with the applicable PSA.

1. Purpose

The Conditions of Retention are intended to:

- Ensure that KWVRS receives all records, information, and access necessary to perform retained services efficiently and professionally.
- Establish uniform payment, refundability, and fee-adjustment rules across all engagements.
- Define clear prerequisites for scheduling, report preparation, and turnaround times.
- Set expectations regarding cancellations, rescheduling, and communication.
- Preserve KWVRS’s discretion over expert assignment, internal workflow, and methodology.
- Standardize administrative policies to minimize delays, errors, and disputes.

2. Record Submission and Case Readiness

2.1 Pre-Scheduling Requirement.

Client acknowledges that all requested records and materials must be submitted prior to the scheduling of interviews, evaluations, or examinations.

2.2 Paperless Office.

KWVRS is a paperless office. All records must be submitted electronically. Paper records may be returned to sender.

2.3 Records Exchange (Defense Matters).

For defense-retained Vocational Evaluations and Life Care Plans, Client agrees to provide plaintiff expert reports of the same type prior to interview scheduling. Regardless of retaining party, both plaintiff and defense expert reports should be provided when available.

2.4 Late or Supplemental Records.

Submission of records after interviews have occurred or after report drafting has begun may result in additional fees and/or extended turnaround times.

2.5 Excessive Record Volume.

Review of medical or other records exceeding established thresholds (generally 1,000 pages unless otherwise specified) will be billed at the applicable hourly rate set forth in the current fee schedule.

3. Expert Assignment

3.1 Discretion in Assignment.

Client acknowledges that KWVRS retains sole discretion regarding assignment of expert(s) to each matter.

3.2 Requested Experts.

KWVRS will endeavor to honor requests for specific experts; however, availability cannot be guaranteed.

3.3 Additional Experts.

KWVRS reserves the right to involve additional experts, consultants, or analysts when their expertise will add value. Such individuals may appear as co-interviewers and/or co-signatories on reports.

4. Fees, Payment, and Fee Adjustments

4.1 Fee Schedule Applicability.

Fees are governed by the fee schedule in effect **at the time services are performed**. Fees for services requested after initial retention are subject to increase based on the most current fee schedule.

4.2 Payment Structure.

Unless otherwise stated in writing:

- 50% of the total fee is due upon retention and prior to scheduling interviews, and
- The remaining 50% is due post-interview and prior to release of any draft or final work product.

4.3 Commencement of Work.

Work may commence prior to receipt of payment at KWVRS's discretion; however, no work product will be released until payment is received in full.

4.4 Non-Contingent Fees.

All fees are non-contingent and not dependent on case outcome, settlement, or admissibility determinations.

4.5 Overdue Invoices.

50% payment for work product invoices is due upon retention and prior to the vocational interview. The remaining 50% is due upon report completion and prior to the release of the draft report. In the event Client fails to pay an invoice upon report completion, KWVRS reserves the right to discontinue any and all other current work in progress, and/or will not be able to take in new referrals until the outstanding invoice(s) dating 180 days or more is paid in full.

4.6 Disputed Charges.

Client may dispute only clear errors appearing on the face of an invoice and must do so in writing within twenty-eight (28) days of the invoice date. Undisputed portions remain due and payable.

5. Refundability and Case Withdrawal

5.1 Case Withdrawal – Initial Period.

Cases withdrawn within thirty (30) days of signing the Agreement and/or prior to the scheduling of a vocational interview are refundable less a \$2,500 case intake fee.

5.2 Case Withdrawal – After 30 Days.

Cases withdrawn after (30) days the evaluatee and/or after the evaluatee is interviewed by the appointed expert are non-refundable.

5.3 Testimony Refundability.

Testimony fees are:

- 100% refundable if notice is provided seven (7) or more business days prior;
- 50% refundable if notice is provided four (4) to six (6) business days prior;
- Non-refundable if notice is provided within three (3) business days of testimony, or if testimony is scheduled during KWVRS's interviewing schedule.

Cancellation is non-refundable, regardless of notice, when testimony is scheduled midweek and outside the Monday or Friday court calendar.

6. Turnaround Times

6.1 Commencement of Turnaround.

Turnaround times begin only after:

- Completion of the interview (if applicable), and
- Receipt of all required records.

6.2 Standard Timelines.

- Vocational Evaluations: 30 days
- Life Care Plans, Economic Assessments, Loss of Household Services: 45 days

6.3 Comprehensive Medical Examinations.

Where an Independent Medical Examination is conducted by KWVRS, turnaround may extend to 45 days.

6.4 Expedited Requests.

Expedited timelines are subject to acceptance and applicable surcharge fees.

7. Cancellations and No-Shows

7.1 Interviews.

Interview cancellations or failures to appear with less than seventy-two (72) hours' notice are subject to the applicable no-show or cancellation fee.

7.2 Testimony.

Deposition and court appearance cancellations are governed by the refundability provisions set forth above and the applicable fee schedule.

8. Scope Changes, Supplemental Work, and Case Resumption**8.1 Scope Modifications.**

Requests for supplemental opinions, revisions, addenda, or services outside the originally retained scope are billed separately.

8.2 Delayed Revisions.

Revisions requested more than thirty (30) days after draft delivery are billable unless required to correct an internal error.

8.3 Deferred or Dormant Matters.

Reports requiring update beyond two (2) years of the original draft date are treated as new cases and invoiced at 75% of the current fee for the applicable work product.

9. Relationship to the Professional Services Agreement

- The applicable PSA governs the legal and contractual relationship between the parties.
- These Conditions of Retention govern operational, administrative, and procedural requirements.
- In the event of inconsistency, the PSA controls unless expressly stated otherwise.
- Acceptance of retention constitutes acceptance of these Conditions of Retention.