



**STANDARD WORKING AGREEMENT
(This will be modified for type of engagement)**

May 1, 2004

Mr. John Smith
Mr. Keith Jones, Esq.
Jones & Johnson, P.C.
Any Street
Anywhere, USA 50000

RE: Smith v. Smith

Dear Mr. Smith & Mr. Jones:

Each of you have asked me to review certain documents relating to a business valuation of Mr. John Smith's ownership in the business, ABC Group, Inc., with respect to Smith v. Smith, interview appropriate parties, and undertake the research necessary to arrive at my conclusions. Should the conclusions I derive from such a review prove useful to your position, I will provide expert testimony. As an expert witness, I will not be an advocate for either party.

This letter constitutes an agreement between each of you and Taylor, Rees, Beckey & Co., P.C. under which we will provide business valuation and litigation support services as you or your attorney, may require in connection with the above mentioned litigation. We have been retained to provide business valuation and litigation support services only; however, we understand and accept that we may be requested to furnish testimony at trial. Any other professional services provided to you will be bound by this agreement, unless another agreement is entered into.

The above services will be based upon information made available to us directly by you, your attorney, and other representatives. In performing our services, we may rely on the accuracy and reliability of your historical financial data, other financial data of the Company and other expert witnesses. At our discretion you authorize us to disclose your information to another consulting professional. It is understood that our firm is not being engaged to perform an audit of the financial statements of the above businesses. Further, we take no responsibility or guarantee for any particular outcome, whether negative or positive, of the present litigation or related future litigation involving the above matters.

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With respect to this case, each of you pledge to provide all appropriate documentation. Also, in connection with our agreement we may need to ask questions. By signing this letter you agree that you will be totally honest and complete in answering them. Also, you agree to review and confirm factual contents of any report that I may issue, and to permit other accountants from our firm or consulting professional to provide the above services in addition to myself as I determine necessary. Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may exist.

Our customary practice in litigation support consulting engagements is to receive a retainer of \$X,XXX, payable prior to the commencement of substantial work. We will submit bills to you monthly which will be based on our standard hourly rates for this type of engagement, plus out-of-pocket expenses. Upon utilization of the initial retainer, additional up-front retainer amounts will be required. Mr. John Smith is solely responsible for paying our fees. We may withdraw from this engagement for nonpayment of our fees, conflict of interest or any other proper reason as determined by us. Fees must be substantially paid (or other arrangement) prior to delivery of the final report and prior to depositions and court testimony.

If a dispute arises out of or relates to this engagement described herein, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or the obligations of the parties hereunder, shall be settled by arbitrations administered by the American Arbitration Association in accordance with its Arbitration Rules for Professional Accounting and Related Services Disputes, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive damages or any other damages or any other damages not measured by the prevailing party's actual damages, and may not in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the Agreement. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Additionally, our retention policy is that we keep client records for only 3 years.

By signing this engagement letter you agree that any issues concerning the quality or timeliness of the work in this engagement shall not form the basis for legal action, and you agree not to bring suit. Should suit be brought in violation of this agreement, you agree to pay the legal fees incurred in the defense of such action. Further, each of you agree to hold harmless and release Taylor, Rees, Beckey & Co. P.C., Dennis Taylor, Vicki Beckey and myself from all liabilities related to the engagement and to indemnify us for costs, liabilities and expenses related thereto.

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We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy to confirm your understanding, and return it to us with the retainer.

Sincerely,

TAYLOR, REES, BECKEY & CO., P.C.

Tony G. Rees CPA ABV

Accepted: _____
Mr. John Smith

Affirm: _____
Mr. Keith Jones, Esq.

Date: _____

Date: _____