

CONFIDENTIALITY AGREEMENT

This Agreement is made at Palm Springs, California between (Wife) and (Husband), hereinafter referred to as “the Parties.”

The Parties have experienced marital issues, and they are in the process of attempting to resolve these issues through the Collaborative Law process. Although neither Party has filed a Petition for Dissolution, the Parties have agreed to a Collaborative Law Stipulation for certain orders reflecting how they want to proceed.

The Parties understand that confidentiality of Collaborative Law process is uncertain. The Parties recognize that virtually all of their communications in the Collaborative Law process may be covered by *Evidence Code* (“*Evid. Code*”) §1152, dealing with “offers to compromise.” The Parties do not believe that *Evid. Code* §1152 goes far enough to insure confidentiality of their communications, and the Parties desire that the provisions of *Evid. Code* §§1115-1128, dealing with Mediation Confidentiality, apply to their Collaborative Law process.

Therefore, the Parties agree that *Evid. Code* §§1115-1128 shall apply to their Collaborative Law process as if the Parties were engaged in mediation. All communications between the Parties from _____, the date the Parties signed the Collaborative Law Stipulation, referred to above, shall be deemed “Confidential” within the meaning of *Evid. Code* §§1115-1128, until either Party gives the other Party written notice that such Party elects to end such Confidentiality, and/or either Party gives the other Party written notice to end the Collaborative Law process.

DATED: _____
_____ (Wife)

DATED: _____
_____ (Husband)

APPROVED: _____
_____ (Attorney for Wife)

_____ (Attorney for Husband)