



Engagement Letter for Bookkeeping Services

DATE

Client:

We appreciate the opportunity of providing bookkeeping/accounting services to **CLIENT** ('Client'). To ensure a complete understanding between us, this letter will describe the scope and limitations of the services Argos Financials Plus LLC ('Our Firm') will provide for you.

What We'll Do

The services provided by Our Firm shall include and are limited to the items agreed to in the attached Pricing & Services List (P&SL) on the last pages of this agreement. All of the transactions will be entered from original documents and ledgers you provide.

Additional services can be contracted for in the future upon signing a new Engagement Letter with a detailed description of the services and pricing included in an attached P&SL.

What We Won't Do

We will make no attempt to adjust the records to reflect Generally Accepted Accounting Principles nor to reflect proper tax record keeping. We will make no audit or other verification of the data you submit. We may provide reports that contain portions of financial information; these reports are for internal management use only. We will not provide any financial statements and will not perform any compilation, review or audit of any of the financial information. We do not at any time provide legal services of any type. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft. Therefore, we have not included any procedures designed or intended to discover such acts, and you agree we have no responsibility to do so.

What We Need from You

The Client shall provide all necessary, complete documentation and information required by Our Firm on a timely basis to perform these services such as, but not limited to, customer, vendor, employee, inventory and company asset listings/information, bank and credit card information/statements, customer and vendor invoices, purchase orders, sales tax account information, federal tax ID number, payroll information (if applicable), unemployment account information, receipts, deposit slips, cash disbursements, check register, purchase/lease contracts, loan agreements, capitalized asset list, existing software access, the data file, supporting documents, a balance sheet as of the effective date of conversion, and answers to any question we might have.

When We'll Do It

The work shall begin on the later of **DATE** or signature and date of this agreement and attached P&SL. It shall continue until one of the parties requests to end the work and terminate this agreement.

What We'll Charge You

The fees charged will be those you agree to on the attached P&SL. This fee structure will be reviewed periodically (maximum one year from above beginning date) to allow for adjustment for increase/decrease of services, rate increases, changes in complexity or number of transactions, etc.

Our Firm requires its clients to complete the ACH / credit/debit card payment authorization form below in this agreement and Our Firm will charge such account automatically on the payment schedule set forth in the attached P&SL. For auto payment using a credit card, a 3.5% usage fee will be added to your billing.

The fees agreed to on the attached P&SL are due upon receipt of an invoice from Our Firm, if not charged automatically to an account. If the invoice becomes delinquent by 30 days, 2% of the total due compounded monthly will be added to the invoice until it is paid in full. Our Firm reserves the right to stop work if the Client fails to make any payment when and as it comes due.

Our Guarantee

If the Client is not satisfied with Our Firm's work for any reason, 100% of the current period's fee will be reimbursed to the Client.

Hardware and Software Warranties

During the course of the engagement, we may recommend a purchase and installation of computer or technological hardware, software, communications, or services by your company. Warranties, to the extent they exist, are provided only by the manufacturer/vendor of those computer products.

Records Retention

It is our policy to keep work papers related to the engagement for one year beyond the current year. When records are returned, it is the Client's responsibility to retain and protect them for future use, potential examination by any government or regulatory agency, prospective buyers of the Client's business, in acquiring business loans, etc.

Limit of Liability

The Client hereby agrees that any liability of Our Firm and Doug Johnson under this agreement and attached P&SL, regardless of form of action, shall be limited to the most recent monthly amount billed for services agreed to hereunder as its exclusive remedy. The Client agrees that it shall not make any claim against Our Firm and Doug Johnson beyond such amount of monthly account, and Our Firm and Doug Johnson may rely on this paragraph as a complete bar to any such claim.

More specifically the Client agrees that Our Firm and Doug Johnson are not, and shall not be deemed to be liable for any losses resulting from advice provided by them or either of them, or from work done by them, or for loss of profits of the Client or of any other party which may flow there from, whether it be direct or incidental, whether or not they have been advised of the possibility of such damages, and the Client acknowledges and agrees to same hereto.

Neither party may bring any action arising out of the services under this agreement and the attached P&SL, regardless of form, more than one year after the date of the last services provided under this agreement.

Indemnification & Non-Disclosure

The Client agrees to release, indemnify and hold Our Firm and Doug Johnson, (their partners, executors, heirs, successors and assigns) harmless from any and all liability and costs resulting from any known misrepresentations or fraud participated in by the Client or any of them, or such errors resulting from incomplete or inaccurate information provided by the Client, and such indemnity shall not be limited to the term of this contract but shall be ongoing even after its termination.

The Client also acknowledges that Our Firm and Doug Johnson in the course of their work may view or otherwise come into contact with information the Client considers confidential. In such a case Our Firm and Doug Johnson undertake to

keep such information confidential subject to governing law, jurisprudence and/or order of a court of competent jurisdiction and the Client agrees that no action can be taken against Our Firm and Doug Johnson as a result of their view or contact with the confidential information unless Our Firm and Doug Johnson fail to honor their undertaking as defined in this paragraph.

Applicable Law

This engagement letter and attached P&SL shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Texas. In the event of commencement of any legal action regarding any term or condition of this engagement such action by agreement is to be subject to the jurisdiction of the courts of the State of Texas or its political subdivisions.

Complete Agreement

This Engagement Letter for Bookkeeping Services and the attached P&SL comprise the complete agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

Pricing & Services Listing

	Initial
Monthly	\$
One-Time*	\$

Service

Description

Initial Set up and Data Load*

We will create a QBO file for you with transactions that begin on the date you choose.

If needed, we will install the QBO software on the machines you specify.

We will record the beginning account balances, set up your QBO preferences, establish user IDs and chart of accounts to reflect your current accounting requirements, enter company, customer, vendor and employee data, enter sales items and sales tax information, (if applicable) enter inventory items and quantities on hand, and (if applicable) enter payroll items and taxes from information you provide us.

We will enter all accounting transactions and reconcile the bank accounts beginning with your start date from original documents and ledgers you provide.

Back Work*

Code and categorize all bank, credit card, loan, etc. account transactions from the date you choose through current.

Reconcile all transactions to bank, credit card, loan, etc. account statements to ensure accuracy and completeness.

Provide to-date financial reports (P&L, Balance Sheet and Statement of Cash Flows).

On-going Bookkeeping

On-going bookkeeping services of coding, categorizing and entering bank and credit card transactions along with making any journal entries required.

Electronic reconciliation of bank and credit card accounts monthly.

Basic communication support with 24 hr. response time for all types of communication, Mon.-Fri. from 8:00a-5:00p.

Annual book closing activities including all reconciliations and needed journal entries.

Basic reporting of quarterly profit & loss statement, balance sheet, cash flow statement as well as accounts payable listing and accounts receivable listing as needed.



We are pleased to have you as a client and hope this will begin a long and pleasant association. Please sign, print and date below, initial the desired pricing/services on the P&SL in the previous pages and complete the Recurring Payment Authorization form. A copy is provided for your records.

Authorized Signature

Date

Print Name

Argos Financials Plus LLC, Doug Johnson