

Dear Client:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Please read this letter carefully, as it is important to both MBE CPAs (“Firm”) and \_\_\_\_\_ (“Client”) that you understand and accept the terms under which we have agreed to perform our services, as well as Management’s responsibilities under this agreement.

### **Services**

You have asked for our firm’s assistance to help you submit Client’s initial Beneficial Ownership Information (“BOI”) report to the Financial Crimes Enforcement Network (“FinCEN”), as required under the Corporate Transparency Act (“CTA”). The BOI report is required to be submitted using FinCEN’s electronic filing system. For reporting companies in existence prior to January 1, 2024, the BOI report is due **no later than January 1, 2025**, and for reporting companies created on or after January 1, 2024, the BOI report is required to be filed **within 90 days** after their formation or registration.

It is important that your company’s specific facts and circumstances be considered to assess the applicability of the CTA-related provisions given the current guidance as promulgated. You have asked for our assistance to help you with your determination whether an exemption may apply to your entity or whether any relationships constitute “beneficial ownership.”

Our limited advisory services for purposes of filing your initial BOI report under the terms of this agreement will be performed based on our professional judgment as accountants given the facts provided to us and the CTA provisions as currently promulgated. As we are not attorneys, we will not be rendering any legal advice or providing legal interpretation as part of this engagement. Subsequent developments changing the facts provided to us, or updated guidance from FinCEN or other regulatory agencies, may affect the advice previously provided. These effects may be material.

Client agrees to provide us with all the required information and documentation deemed necessary to comply with applicable CTA regulations for your entity, all beneficial owners, and if applicable, the company applicant(s), for purposes of your BOI report filing.

In connection with the performance of our limited services, we will rely on the accuracy and completeness of the information and documentation provided by Client and your representatives. As Firm will not audit, review, or otherwise verify the information and documentation you provide, we cannot provide assurance on the accuracy and completeness of the information provided.

**Further, as we are not attorneys, we will not be responsible for making any legal determinations that may be required or for certifying or opining on your company’s compliance with the CTA.**

### **Management Responsibilities and Representations**

It is our understanding that Management has designated qualified individuals with suitable skills, knowledge and/or experience, preferably within senior management, to be responsible and accountable for overseeing the specified limited advisory services and the filing of Client’s initial BOI report performed as part of this engagement. By your signature below, you acknowledge that Management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

**By your signature below, you represent, certify, and warrant to Firm that all information provided to us for purposes of this engagement will be true, correct, and complete, and agree that Firm may rely solely, without independent verification, on the accuracy and completeness of the information provided. As our services are limited in nature, our engagement cannot be relied on to disclose errors, fraud, or noncompliance with laws and regulations that may exist.**

**Client also understands and acknowledges that the Firm's advisory services are limited in nature per the terms of this agreement and will be performed as accountants and not attorneys, and as such, the Firm will not be rendering any legal advice. Therefore, Management accepts responsibility to engage separate legal counsel to assist in addressing any legal issues that may arise, which would include, but not be limited to, legal advice or interpretation with respect to determining if an exemption applies to the nature of your entity or whether certain legal relationships constitute "beneficial ownership."**

Client acknowledges and understands that under the terms of this agreement, Firm will not be responsible for providing any further services related to Client's ongoing requirement to update and/or correct reports with FinCEN. Management accepts full responsibility for monitoring all reportable changes for its company and its beneficial owners (e.g., a change in beneficial owners; any change to a beneficial owner's name, address, or unique identifying number; or any other information previously provided to FinCEN) and for ensuring that such changes are timely reported to FinCEN. Note that Reporting Companies must file updated or corrected reports within **thirty (30) days** of reportable changes or discovery of inaccurate information in previously filed reports. Penalties for noncompliance can be significant. If you need our assistance to prepare updated or corrected reports, Management agrees to advise us **in writing at least fifteen (15) business days** prior to the due date for submission and, if we agree to perform such services, we will confirm that in writing to you under a separate engagement letter.

Before we can submit your initial BOI report to FinCEN, we will require a letter from Management that confirms Management's responsibilities and representations made for purposes of this engagement, as well as Management's authorization for Firm to file Client's BOI report on your behalf.

#### **Fees**

**Our fees will be based on the time required for work performed, the complexity of any technical issues addressed, the need to confirm information or to perform accounting work as a precondition to our services, and the impact of receipt of necessary information less than thirty (30) days prior to the filing due date. You must also pay other expenses (e.g. postage, shipping, travel, software etc.) relating to the services on top of our normal hourly rates.**

**Each invoice is payable upon receipt of the invoice. We will assess a 1.5% monthly late fee on all invoices unpaid after thirty (30) days of the invoice date. In accordance with our firm policies, work may be suspended if your account becomes sixty (60) days or more overdue and will not be resumed until your account is paid in full. We will not perform any work on your current year services until all your prior invoices are paid in full or a sufficient payment plan is in place.**

## **Other Matters**

**Because of the importance of oral and written management representations to the effective performance of our services, Client releases and indemnifies Firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by Management and its representatives.**

We may from time to time, and depending on the circumstances and nature of the services we are providing, share Client's confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that Firm makes no warranty, expressed or implied, on the security of electronic data transfers.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, Client agrees that Firm shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep records related to this engagement for three years. However, Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

By your signature below, you acknowledge and agree that upon the expiration of the three-year period, Firm shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules

for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and Firm both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of the state in which Firm services are rendered. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to your company and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

MBE CPAs, LLP

**Accepted:**

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Client Representative

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Date