

Marietti Accounting Services, LLC  
614.526.9354 · [Whitney@MariettiAccountingServices.com](mailto:Whitney@MariettiAccountingServices.com)  
565 Metro Pl S Suite 1904 Dublin, OH 43017

We appreciate the opportunity to provide Beneficial Ownership Information reporting services to your company.

This Engagement Letter and Service Agreement (this “Agreement”) is to confirm our understanding of the terms and objectives of our engagement, as well as the nature and limitations of the services we will provide.

### **Engagement**

Marietti Accounting Services, LLC has been contracted to Beneficial Ownership Information reporting.

The following tasks will be completed:

Purchase of a one-time filing includes the submission of the Beneficial Ownership Information report to FinCEN for one entity. The information submitted is provided by you, the client. The one-time filing includes the confirmation of the single report as provided by FinCEN.

Purchase of an annual filing subscription includes the submission of the Beneficial Ownership Information report to FinCEN throughout the time period of 12 consecutive months for one entity up to 5 submissions. The information submitted is provided by you, the client. Each filing includes the confirmation of the report as provided by FinCEN.

Marietti Accounting Services LLC does not include services to help a business identify when they need to file a Beneficial Ownership Information report with FinCEN. The business and its managers accept full financial and legal responsibility for identifying when a report needs to be filed with FinCEN. Failure to file a report and/or failure to include the required information is solely the responsibility of the business and its managers. The business and its managers are responsible for identifying who qualifies as a beneficial owner and/or company applicant. Marietti Accounting Services LLC is being retained to file the information supplied by the business and its managers with FinCEN. Marietti Accounting Services LLC does not provide any assurance services as to the accuracy or completeness of the information provided by the business and/or its managers. Marietti Accounting Services LLC is not responsible for identifying when a company does or does not have to file a Beneficial Ownership Information report.

These services will be completed within 14 days of receiving all required information for the period unless both parties agree in writing to extend the service period.

This Agreement does not include services that might be needed that do not relate to the scope of this engagement. These services will be billed at a rate to be agreed upon when the need for specific services arises.

### **Documents and Information Required**

It is your responsibility to provide all the documents and information required for the completion of the services described herein. You agree that effective communication can only occur if you give Marietti

Accounting Services, LLC efficient and unrestricted access to your financial documents, records, and information and if you are responsive to questions we ask about the information you provide.

To complete the services described herein, Marietti Accounting Services, LLC must obtain the following documents. If these documents are not provided in a timely manner, the timeframe stated above will be extended accordingly. The required documents include:

For the Business: Company EIN letter, State Formation Letter with Full Legal Name, All DBA certificates, Proof of Address.

For Each Beneficial Owner and Applicant: US Passport, State Issued Driver's License, State Issued Identification.

Please note that other documents may be required during the course of this engagement. Failure to provide additional requested documents in a timely manner may extend the timeframe stated above accordingly.

Client acknowledges and agrees that failure by the client and/or their representatives to provide the requested documentation and/or records within 120 days of the requested date waives the obligation of Marietti Accounting Services LLC to fulfill their obligation to render services as defined in this engagement letter. Client also acknowledges and agrees that in the event the client and/or their representatives fail to provide requested documentation and/or records within 120 days of the requested date that Marietti Accounting Services LLC is under no obligation to provide a refund, either partial or full, for any services that are unable to be completed due to missing documentation or records.

You should retain all documents and all other material data that form the basis of your financial information. You also represent and agree that you are sole custodian of the original documents and data. Your original documents and data comprise the backup and support for your financial reports and tax filings. Our records and files are our property and not a substitute for your own records. Our firm destroys client files after a retention period of three (3) years, after which time these items will no longer be available. Also, catastrophic events or physical deterioration may result in our records being unavailable.

In connection with this engagement, we may communicate with you or others via email transmission. 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 of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we 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 revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

## **Fees**

Marietti Accounting Services LLC's fee for the services listed in this Agreement is \$247 for a single submission and \$347 for an annual subscription. The annual subscription is renewed every 12 months.

Client acknowledges and agrees that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this Agreement. The client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the client's failure to pay on a timely basis, Marietti Accounting Services, LLC shall not be liable for any damages that occur as a result of ceasing to render services.

### **Scope and Limitations**

We may provide reports which contain portions of financial information. These reports are limited to information that are the representations of management. We will make no attempt to adjust the records to reflect generally accepted accounting principles (GAAP). We will not provide any financial statements other than those reports which are used for internal management purposes and tax purposes. These reports are not intended for third-party use.

We will not perform any compilation, review, or audit of any of the financial information. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft, and therefore, have not included any procedures designed or intended to discover such acts. You agree we have no responsibility to do so.

We do not at any time provide legal services of any type.

### **Termination of Engagement**

Either party may terminate this relationship with thirty (30) days written notice to the other, including email notification, provided that such notice has been received.

During the 30-day termination period, projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

### **Limit of Liability**

Client hereby agrees that Marietti Accounting Services's or Whitney Marietti's total liability for any breach of this Agreement, for any failure to perform any term of this Agreement, for any claims relating to or arising out of its performance of this Agreement, and for its own ordinary or gross negligence in any aspect of its relationship with Client, regardless of form of action, shall be limited to the most recent amount billed for services agreed to hereunder as its exclusive remedy.

Client agrees that it shall not make any claim against Marietti Accounting Services, LLC or Whitney Marietti beyond such amount of monthly account, and Marietti Accounting Services, LLC and Whitney Marietti may rely on this paragraph as a complete bar to any such claim.

More specifically, Client agrees that Marietti Accounting Services, LLC and Whitney Marietti 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 Client or of any other party which may flow therefrom, whether it be direct or incidental, whether or not they have been advised of the possibility of such damages, and Client acknowledges and agrees to the same hereto.

Neither party may bring any action arising out of the services described in this Agreement, regardless of form, more than one year after the date of the last services provided.

Client accepts responsibility for ensuring that all deadlines are met and all taxes are paid in a timely manner. All penalties, interest, and other fees associated with Client tax, legal, Beneficial Ownership Information (BOI) reporting, and other obligations of the Client are the responsibility of the Client.

### **Indemnification**

As an additional consideration for Marietti Accounting Services, LLC to provide Client these services, Client agrees to release, indemnify, defend, and hold harmless Marietti Accounting Services, LLC, its partners, officers, directors, members, employees, and agents from and against any and all claims, demands, suits, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or in connection with any known misrepresentations or fraud participated in by management, any employees, or any representatives of Client or such errors resulting from incomplete or inaccurate information provided by management, any employees, or any representatives of Client, and such indemnity shall not be limited to the term of this Agreement but shall be ongoing even after its termination.

### **Governing Law**

Marietti Accounting Services, LLC and Client both agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at Marietti Accounting Services, LLC's office located in Franklin County, OH, USA and Franklin County, OH, USA shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of Ohio.

### **Complete Agreement**

This Agreement is contractual in nature, and includes all relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties.

Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

This Agreement is fully and voluntarily entered into by both parties. Each party states that he, she, or it has read this Agreement, has obtained advice of counsel if he, she, or it so desired, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this Agreement in the space provided and return the original signed Agreement to me, keeping a fully-executed copy for your records.

Acknowledged and Accepted:

Submitted By:

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Signed on Behalf of

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Signed on Behalf of Marietti Accounting Services,  
LLC

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Print Name

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Print Name

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Title

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Title

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Date

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Date