



FOX VALLEY TAX SOLUTIONS

Engagement Letter for Business Services

Client(s) Name: _____

This letter confirms the terms of our tax Business Services engagement and clarifies the nature and extent of the professional services that we will provide.

Business Services: We will provide the following Business services:

Entity Creation: (X indicates requested services)

- ____ EIN / Name Search
- ____ Articles of Incorporation / Articles of Organization
- ____ Bylaws / Operating Agreement / First Minutes (Single Shareholder / Single Member only)
- ____ S Corporation Election (if required)
- ____ Organizational Binder

Fee for Services- _____ (Does not include Secretary of State filing fee)

Payroll Tax:

- ____ Federal Beginning - _____ Ending / until further notice _____
- ____ State Beginning - _____ Ending / until further notice _____

Fee for Services (\$500 per year) - _____ (Services provided through ADP)

Annual Business Reports:

- ____ State Beginning - _____ Ending / until further notice _____

Fee for Services- _____ (Does not include Secretary of State filing fee)

This engagement pertains only to the services listed above and our responsibilities do not include any other services, other entities, or time periods. Our services are not intended to determine whether you have requirement for services other than the one(s) you have informed us of.

You agree to furnish all information that is necessary to provide these services. We recommended that you provide photocopies or digital copies of all documents to prevent any loss of data. Fox Valley Tax Solutions will not be responsible for lost originals. Fox Valley Tax Solutions conducts business via the U.S. Postal Service unless you request otherwise, and will not be responsible for any lost or stolen documents. You also understand that it may not be possible to avoid additional tax liability without the proper documentation relating to items under audit.

Fees & Payment: Our fees for this work are based upon the type and complexity of these services, as well as out-of-pocket costs, travel, and processing and handling fees. It is assumed that payroll services and Annual Business Reports will continue until we are notified to terminate this engagement. The fees are based upon representational facts at the time of engagement. If unforeseen or changed circumstances change, Fox Valley Tax Solutions reserves the right to amend fees to reflect actual services provided. It is our policy to notify you as soon as practical when the fees exceed the original fee estimate.

Fox Valley Tax Solutions will normally ask for payment before entity creation services begin. For payroll services and Annual Business Reports, payment is required before services are started. Payments are made for

service a year at a time unless otherwise noted. If a situation arises where services are paid for and not required, then any excess will be refunded. If advance payment is not made, services will be terminated.

Liability: You agree that Fox Valley Tax Solutions' liability hereunder for damages, unless caused by our gross negligence or willful misconduct, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy.

Document Retention: It is our policy to retain work papers related to this engagement for seven years. Upon the expiration of the seven-year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You should retain the tax records related to the engagement including any receipts, statements or other supporting documentation, for at least seven years after it was filed, since any additional assessments are usually made during this period.

Privacy Notice: As your service provider, we collect information provided by you from your tax organizer, worksheets, documents, computer data files and discussions. It may also include information provided to us at your request by brokerage houses and banks, and information that we develop as part of the engagement. We are committed to the safekeeping of your confidential information and we maintain physical and electronic safeguards to protect your information. We are required to keep all information about our engagement confidential. We will not disclose any information about you unless we have your approval as required by law, even if you are no longer a client. If you would like your records released to a third party you must provide us a signed disclosure agreement in a timely manner. A copy of our disclosure statement can be found on our website.

Legal Disclaimer: No documents provided or advice associated with Entity Creation Services should be considered practice of law. We recommend you engage Legal Counsel to ensure your interests are protected under the law.

Confidentiality Assurance, But Not Attorney-Client Privilege: Information you provide will be kept confidential. However, our discussions are not protected by any form of attorney-client privilege. We will advise you to consult with an attorney at any time we feel it may be appropriate. For more complex entity creation situations we recommend seeking council before signing any governing agreement.

Jurisdiction: Notwithstanding anything contained herein, both Fox Valley Tax Solutions and you agree that regardless of where you are domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into in our office located in Kane County, Illinois, USA, and Kane County, Illinois, 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 Illinois.

Agreement: If the foregoing correctly sets forth your understanding of our engagement, please sign this letter in the space below. We want to express our appreciation for this opportunity to work with you and sincerely appreciate your engagement in this matter.

_____ Date _____ Date _____
Client signature *Spouse signature (if required)*

_____ Date _____
Fox Valley Tax Solutions signature