

Dear Client Representative:

Baird & Stallings CPAs is pleased to provide you with the professional services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide..

Engagement Objective and Scope

The objective of this engagement is to assist you with your submission of certain beneficial ownership information (“BOI”) to the Financial Crimes Enforcement Network (“FinCEN”) as required by the Corporate Transparency Act (“CTA” or “the Act”).

We will submit to FinCEN via electronic interface on your behalf information you provide to us in support of your Corporate Transparency Act/Beneficial Ownership Initial Report (“Report”). These services do not include advice or statutory interpretation of the Act, such as whether any exemption applies, a determination of who is or is not a beneficial owner, or guidance on any other requirement under the Act.

These services do not include any other federal or state reporting requirement to which you may be subject.

While we will assist you with your reporting obligation under the Act, we are not an agent of your entity(ies) and have no fiduciary responsibilities related to entity(ies).

Our engagement is limited to the professional services outlined above. You have sole responsibility for assessing your Report for compliance with the Act prior or subsequent to its submission to FinCEN. You (including your successors) are and shall at all times remain responsible for all future compliance with the Act, including any change to a Report submitted which may be required under the Act. Unless separately engaged to do so, we shall have no responsibility to: correct, amend, or re-submit the Report; alert you to situations where the Act requires you to correct, amend, or re-submit the Report; or inquire as to whether any event has occurred which may necessitate correction, amendment, or re-submission of the Report. We shall have no liability for your failure to correct, amend, or re-submit any report as required under the Act.

Engagement Deliverable

We anticipate presenting the following deliverable upon completion of our services.

A copy of the Report submitted to FinCEN on your behalf, including the date of submission

The final deliverable presented as part of this engagement is solely for the use of [Client Name] for the purpose of supporting your compliance with the Act. It should not be relied upon or used for any other purpose without the express written permission of the firm.

We will not update your Report after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations unless agreed to in a separate, executed engagement letter.

We do not guarantee, either expressly or impliedly, any outcome or success of any administrative review of your Report by regulatory authorities.

If for any reason we are unable to complete the engagement, we will not issue a deliverable.

CPA Firm Responsibilities

It is our duty to perform our services based on the same standard of care that a reasonable professional service provider would exercise in this type of engagement. For the purposes of this Agreement only, the applicable standard of care shall be based upon technical guidance issued by FinCEN as detailed on www.fincen.gov/boi, and relevant ethical guidance applicable to us either via state accountancy statutes which govern our practice, the AICPA Code of Professional Conduct, or both.

The above professional services will be performed based upon information you provide to us. We will not audit or otherwise verify the data you submit to us. We shall have no liability for any loss suffered by you or any owner/beneficial owner resulting from inaccurate or incomplete information provided to us or your failure to provide relevant information.

We will not respond to any request from banks, mortgage brokers or other third parties for verification of your compliance with the Act or confirmation of your beneficial ownership information. **You agree to indemnify and hold us harmless from any and all claims arising from the use of the Report for any purpose other than complying with your CTA compliance obligations regardless of the nature of the claim, excepting claims arising from our gross negligence or intentional wrongful acts.**

We will not make any management decisions or perform management functions on your behalf.

Client Responsibilities

You acknowledge and agree that your failure to comply with the responsibilities enumerated in this section may result in economic or other loss to you as well as the potential for criminal prosecution in the event you are found to not be in compliance with the Act. You agree to accept responsibility for any consequences of your failure to fulfill your responsibilities.

You agree to provide us with accurate and complete copies of the records or information that we may request as necessary to provide our services, including any documentation or memorandum provided to you by third parties describing your reporting obligations under the Act, either at the inception or during the course of the engagement.

You agree that you are responsible for all decisions and analysis related to your compliance with the Act, including, but not limited to, the determination that you are a reporting entity in accordance with the Act and the identification of your beneficial owners, including those that exercise substantial control of your business.

You agree to provide us information we request necessary to perform under this engagement no later than December 1, 2024. If you do not provide complete information in the required timeframe, you acknowledge that your delay may result in a late submission, and you further agree to accept full responsibility for any loss or penalty which may result from missing the statutorily-imposed deadline, as well as responsibility for any costs or penalties which may result where a late submission requires the submission of a new, separate report.

Ultimate responsibility


You have the final responsibility for the contents of your Report, including information provided by third party.

Professional Fee

Our professional fee for the services outlined above is estimated to be \$200 for single owners and \$300 for multiple owners. This fee is based upon the complexity of the expected work to be performed, our professional time and out-of-pocket expenses. Circumstances may arise that impact our estimated fee such as, but not limited to, issues encountered with the timely delivery, availability, quality, or completeness of the information you provide to us, changes in your personnel or operations that impact our services or other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we complete the engagement. Our liability for any claims, losses, or damages arising out of or in connection with this engagement shall be limited to the amount of fees we have received for the services rendered in this engagement.

We appreciate the opportunity to be of service to you. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



Baird & Stallings CPAs PA

Entity(ies): _____

Client Representative

Signature: _____