419 River Road Bogota, New Jersey 07603 www.jptfinancial.com jptfinancialinc@gmail.com Tel: 201-996-9854

Fax: 201-996-9854

<u>NOTE</u>: Signed Acknowledgement of the BOI (Business Ownership Information) Reporting Engagement Contract below is required from all clients <u>prior</u> to the preparation of all BOI Reporting Services

#### **RE: BOI Reporting Engagement Contract**

#### Dear Client:

Thank you for choosing JPT Financial Solutions Inc. for our BOI (Business Ownership Information) reporting services. 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 JPT Financial Solutions Inc and you as the 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.

Before we can submit your initial BOI report to FinCEN, we ask that you and your business management confirm all arrangements listed below, which will confirm your responsibilities and representations made for purposes of this engagement, as well as your authorization for our firm to file your BOI report on your behalf.

Acknowledgement of this information is required from all clients prior to the preparation of all BOI reporting services by our firm. Please sign and date as requested below and return this form to our office. Keep the attached client copy for your records.

We are pleased to have this opportunity to provide you with our firm's services and sincerely appreciate your confidence in us. Please contact our office if you have questions.

Very truly yours,

JPT Financial Solutions Inc.

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Fax: 201-996-0874

# BOI REPORTING ENGAGEMENT CONTRACT – ACKNOWLEDGEMENT COPY CLIENT TO SIGN, DATE AND RETURN THIS COPY TO OUR OFFICE

- 1.) 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.
- 2.) Fees & Payment for Professional Services:
  - (a) Our fees are due by you, the client, <u>within 15 days after completion of all professional services</u> provided to you by this firm. A compounded 1.5% monthly interest late fee will be reflected on all past due accounts over 15 days.
  - (b) In addition, where necessary, our firm will request <u>a retainer deposit payment</u> from you in advance of performing professional services or projects that are of a sizeable nature. Terms of this agreement will be shared with the client in advance as determined by our firm.
  - (c) <u>Value pricing and time-based billing fees</u> for our professional services, including all types of consultations, are determined based on the scope of services provided and personnel assigned, plus out-of-pocket costs. We also give consideration to the size and nature of the assignment, the degree of skill required, time limitations and level of cooperation by the client, and the value of our services to the client.
- 3.) Scope of Services, Responsibilities & Representations:
  - (a) 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."
  - (b) 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.
  - (c) You the 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.
  - (d) In connection with the performance of our limited services, we will rely on the accuracy and completeness of the information and documentation provided you the client and your representatives. As our 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.
  - (e) 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.

#### **BOI Reporting Engagement Contract – Acknowledgement Copy**

Page 2 of 3

- (f) Management Responsibilities & 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 the 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.
- (g) By your signature below, you represent, certify, and warrant to our firm that all information provided to us for purposes of this engagement will be true, correct, and complete, and agree that our 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.
- (h) You the client also understands and acknowledges that our 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, our 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."
- (i) You the client acknowledges and understands that under the terms of this agreement, our firm will not be responsible for providing any further services related to the client's ongoing requirement to update and/or correct reports with FinCEN. You the client & 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, You the client & 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.
- (j) Because of the importance of oral and written from you or management representations to the effective performance of our services, you the client releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by your management and its representatives.
- (k) 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, you the client agrees that our 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.
- (I) Although it is our policy to keep copies of records related to this engagement, our firm will return to you any original client records 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. Our 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.

## BOI Reporting Engagement Contract – Acknowledgement Copy Page 3 of 3

### BOI Reporting Engagement Contract - Acknowledgement By Client

	CLIENT	<u>SPOUSE</u>
Accepted by (Please Print)		
Signature of Client		
Date		

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## <u>BOI REPORTING ENGAGEMENT CONTRACT – CLIENT COPY</u> RETAIN THIS COPY FOR YOUR RECORDS

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  - (a) Our fees are due by you, the client, within 15 days after completion of all professional services provided to you by this firm. A compounded 1.5% monthly interest late fee will be reflected on all past due accounts over 15 days.
  - (b) In addition, where necessary, our firm will request a retainer deposit payment from you in advance of performing professional services or projects that are of a sizeable nature. Terms of this agreement will be shared with the client in advance as determined by our firm.
  - (c) Value pricing and time-based billing fees for our professional services, including all types of consultations, are determined based on the scope of services provided and personnel assigned, plus out-of-pocket costs. We also give consideration to the size and nature of the assignment, the degree of skill required, time limitations and level of cooperation by the client, and the value of our services to the client.
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  - (d) In connection with the performance of our limited services, we will rely on the accuracy and completeness of the information and documentation provided you the client and your representatives. As our 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.
  - (e) 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.

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- (k) 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, you the client agrees that our 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.
- (I) Although it is our policy to keep copies of records related to this engagement, our firm will return to you any original client records 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. Our 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.