

SUNBELT ACCOUNTING SERVICES

[street address] • [city], [state] [ZIP] • hello@sunbeltaccountingservices.com

ENGAGEMENT LETTER

[Date]

[Client Contact Name]

[Client Legal Name]

[Client Address]

Dear [Client Contact Name]:

Thank you for engaging Sunbelt Accounting Services ("**Sunbelt**," "we," or "us") to provide bookkeeping services to [Client Legal Name] ("**Client**" or "you"). This letter, together with Exhibit A (Scope of Services and Rates) and Exhibit B (Standard Terms of Service), is our agreement (the "**Agreement**"). It is effective on [Effective Date] (the "**Effective Date**").

1. Services

We will provide the bookkeeping services described on Exhibit A (Scope of Services and Rates) (the "Services"). Bookkeeping services generally consist of recording, classifying, and organizing your financial transactions and maintaining your books of account based on the information and source documents you provide. Any service not listed on Exhibit A is outside the scope of this Agreement, and any change to the Services must be mutually agreed to in writing by both of us before we begin the work.

We are not a tax accountant. We are not engaged to provide tax preparation, tax planning, tax advice, legal advice, audit services, or attestation services, and we do not calculate payroll taxes, determine worker classifications, verify payroll calculations, or file payroll tax returns unless expressly specified on Exhibit A. Responsibility for tax compliance, tax filings, and tax positions remains solely with you and your designated tax advisor.

2. Fees and Payment

Our fees are hourly, at the rates set forth on Exhibit A, and we will invoice you [weekly / semi-monthly / monthly] for time incurred.

All invoices are due and payable upon receipt. Amounts not paid within [ten (10)] days after receipt accrue a late charge of [1.5]% per month or the maximum rate permitted by law, whichever is less, and we may suspend the Services if an invoice remains unpaid more than [fifteen (15)] days. You authorize us to charge your designated payment method for undisputed invoices when due. Remittance details and the full payment terms are in Section 4 and Section 5 of the Standard Terms.

3. Term

This Agreement begins on the Effective Date and continues month to month until terminated. Either of us may terminate for convenience on [thirty (30)] days' written notice, or immediately for an uncured material breach after [ten (10)] days' notice. On termination you will pay all fees and expenses through the termination date, and we will return your records and provide reasonable transition assistance at our then-current hourly rates once payment is made in full. Section 6 of the Standard Terms contains additional termination provisions.

4. Standard Terms of Service

The Sunbelt Standard Terms of Service, attached as **Exhibit B**, are incorporated into and made part of this Agreement. By signing below you acknowledge that you received, had the opportunity to read, and agree to them. The same Standard Terms are also posted at **<https://www.sunbeltaccountingservices.com/terms>** for your convenience; the attached copy and the posted copy are the same document, and the attached copy governs.

Amendment. This Agreement, including Exhibit A and the Standard Terms, may be amended only by a written amendment signed by both of us. We will not change the Standard Terms applicable to you by posting a revised version or by any other unilateral act. If we revise our Standard Terms for new clients, the version attached to this letter continues to govern our engagement with you unless and until we both sign an amendment adopting a revised version.

If the Standard Terms conflict with this letter or Exhibit A, this letter and Exhibit A control.

5. Provisions to Note

The Standard Terms include provisions that limit our liability and require disputes to be resolved by mediation and then binding arbitration in Nevada. Please read them before signing. In summary, and as stated in full in the Standard Terms:

- Section 9 limits our total liability to the greater of the fees you paid us in the preceding six months or \$5,000, and excludes indirect and consequential damages. It limits the amount recoverable; it does not waive any claim you may have, including for our own negligence.
- Section 9.2 requires you to notify us of a claim within thirty (30) days after you discover the issue, and to give us an opportunity to correct it.
- Section 10 requires you to indemnify us for claims arising from inaccurate, incomplete, or misleading information you supply.
- Section 11 provides that Nevada law governs, that disputes go first to mediation and then to binding arbitration in Clark County, Nevada, and that each of us waives trial by jury and participation in class actions.

6. Notices

To Sunbelt: hello@sunbeltaccountingservices.com

To Client: [client contact name], [client email]

7. Entire Agreement

This letter, Exhibit A, Exhibit B, and any signed amendment or written change order are the entire agreement between us regarding the Services and supersede all prior proposals, quotes, and understandings. This letter may be executed in counterparts and delivered electronically; electronic signatures have the same effect as originals.

Please sign and return a copy of this letter to indicate your agreement. We look forward to working with you.

Sincerely,

Sunbelt Accounting Services

AGREED AND ACCEPTED

Client initials — Standard Terms Section 9 (Limitation of Liability): _____ Section 11 (Arbitration): _____

SUNBELT ACCOUNTING SERVICES

By: _____

Name: _____

Title: _____

Date: _____

CLIENT: [Client Legal Name]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A — SCOPE OF SERVICES AND RATES

Client: [Client Legal Name] **Effective Date:** [date]

A. Accounting Platform and Access

Accounting software: [QuickBooks Online / Xero / other]. Subscription held by: [Client / Sunbelt]. Additional apps or integrations: [list]. Accounts to be reconciled: [list bank, credit card, loan, and merchant accounts]. Access level granted to Sunbelt: [read-only where the platform permits — see Standard Terms Section 1.5; Sunbelt takes no payment or transfer permissions].

B. Included Services

- Transaction categorization and general ledger maintenance for the accounts listed above
- Monthly reconciliation of the accounts listed above
- Accounts payable support: [describe or mark N/A]
- Accounts receivable support: [describe or mark N/A]
- Payroll recordkeeping and entry from figures supplied by [Client / payroll provider]: [describe or mark N/A]
- Payroll tax calculation, verification, classification determinations, or return filing: [expressly describe here if Sunbelt is engaged to do any of these, otherwise mark N/A]
- Prior-period cleanup or catch-up bookkeeping: [expressly describe scope and periods here, otherwise mark N/A]
- Month-end close and delivery of profit and loss statement, balance sheet, and [other reports] by the [15th] business day following month end
- Up to [___] hours per month of email or scheduled-call support
- Other: [describe]

C. Excluded Services

Anything not listed in Section B, including tax return preparation or filing; tax advice or representation; audit, review, or other assurance services; payroll tax filings; sales-tax return filings; prior-period cleanup unless listed above; entity or system setup or migration; and CFO or advisory services. These may be added only by mutual written agreement.

D. Client Deliverables and Deadlines

Client will deliver bank and credit card statements, receipts, invoices, payroll reports, and other source documents by the [___] day of each month, in [electronic format], via a Prescribed Pathway listed in Section F.

E. Hourly Rates

Bookkeeping / transaction work:	\$ _____ per hour
Reconciliation and month-end close:	\$ _____ per hour
Cleanup / catch-up work:	\$ _____ per hour
Rush or after-hours work:	\$ _____ per hour

Minimum billing increment: [0.1] hour
Estimated monthly range: [] to [] hours (estimate only, not a cap or fixed fee)

Any estimate of hours is for planning only. Actual fees are based on time incurred.

F. Prescribed Secure Pathways for Personal Data

Personal Data and source documents must be transmitted only by the methods below, as required by Section 7.8 of the Standard Terms. Client-facing instructions for each method are posted at <https://www.sunbeltaccountingservices.com/secure-documents>.

Primary pathway — QuickBooks Online. Client's QuickBooks Online company file, accessed with Client's own credentials, is the primary and preferred pathway. This includes: (i) responding to a document request from Sunbelt through the "My Accountant" function; (ii) attaching a document to the transaction to which it relates; and (iii) uploading to the Attachments list within Client's company file. Client will enable two-step verification on its Intuit account and will use a unique password not used elsewhere.

Limited fallback — encrypted email. Where a document cannot be transmitted through QuickBooks Online, and only in that case, Client may send it to hello@sunbeltaccountingservices.com by [encryption service] or as a password-protected attachment with the password provided separately by telephone or text. Unencrypted email is not a Prescribed Pathway. Encrypted email may not be used as a routine substitute for QuickBooks Online.

Other pathways by written agreement. Any additional pathway — including an access-controlled shared folder or a third-party portal — becomes a Prescribed Pathway only if Sunbelt designates it in writing. Sunbelt may update the Prescribed Pathways on written notice as provided in Section 7.8 of the Standard Terms.

Not permitted: unencrypted email or email attachments; SMS or text message (except to convey a password separately from the file it protects); consumer messaging or social-media applications; fax; publicly shared or "anyone with the link" cloud links; unencrypted portable media; and photographs of documents sent through consumer applications.

Banking credentials. Client will not transmit online banking usernames, passwords, or one-time passcodes to Sunbelt by any method. Bank and card data is provided through the read-only QuickBooks Online bank feed that Client authorizes directly with its financial institution.

Client's designated authorized users: [names and email addresses]. Client will notify Sunbelt in writing within [two (2)] business days when a user's access should be revoked.

G. Designated Payment Method

Method: [ACH debit from account ending ____ / card on file ending ____]. Client authorizes charges for undisputed invoices under Section 3 of the engagement letter. [Note: a separate ACH authorization form may be required by Sunbelt's payment processor.]