

CFO on the Go Terms of Service

Thank you for selecting the Services offered by Bell Solutions. (Referred to as "Bell Solutions", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you (referred to as "you", "your", "you're", or "client") and Bell Solutions. By continuing to access or use the Services, you agree to these terms.

1. AGREEMENT

This Agreement describes the terms governing the use of services provided to you by Bell Solutions, including content, updates, and new releases, (collectively, the "Services").

You must be at least 18 years of age to use our Services. By accessing or using our Services you agree that:

- You can form a binding contract with Bell Solutions,
- You are not a person who is prohibited from receiving the Services under the laws of the United States, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, and national laws, rules, and regulations.

2. SERVICES

2.1 CFO Services for Real Estate Agents

The Bell Solutions CFO on the Go services model (referred to as, "CFO Services") is a series of regularly scheduled and consistent measures designed to provide accurate and accountable finances for Real Estate Agents.

CFO Services include:

- Quarterly bookkeeping, as defined in this agreement.
- Quarterly bank and credit account reconciliations,
- Quarterly financial reviews,
- Quarterly financial reporting.

All CFO Services are virtual.

Bell Solutions does not provide Bill Payment, Collection, or Income Tax Filing services.

2.2 CFO Requirements

The following are the minimum requirements to remain eligible for CFO Services and pricing.

- You must successfully complete Prerequisites, as defined in this agreement.
- You must have a separate bank account for your business.
- You cannot have more than three (3) bank, credit card, or loan accounts for your business to be eligible for Real Estate Agent CFO Services.
- You must provide monthly statements every 90-days, as defined in the schedule below, for all bank, credit card, loans, lines of credits or other assets and liabilities.
 - Bell Solutions can download statements for you if an 'Accountant's login' is provided for your online banking. Logins must be associated with Bell Solutions contact information.

Bell Solutions will not access online accounts with logins that are not registered to Bell Solutions.

- All statements must be in PDF form from your financial institution(s). Excel, CSV, or other formats are not acceptable forms of supporting documentation.
- You must work with Bell Solutions connect, or provide login information for Bell Solutions to connect, your live bank feed in the accounting system developed for your finances. If your financial institution does not work with QuickBooks to sync your business bank account(s), separate pricing will apply.
- You must provide the last four (4) digits of credit cards if you have more than one card.
- You must provide supporting documentation, or have established Bookkeeping Rules on file, for all business transactions, as defined by IRS regulations and this agreement for all financial transactions; including but not limited to expense receipts, credit card receipts, and bank deposit information by the last day of each month.

CFO Services are designed to keep your small business tax and audit ready throughout the year. To remain eligible for Quarterly Real Estate Agent CFO Services, Supporting Documentation and Monthly Statements are due as follows:

Due	REA Quarterly Periods	Delinquent
February 5	November, December, January	February 25
May 5	February, March, April	May 25
August 5	May, June, July	August 25
November 5	August, September, October	November 25

Accounts that cannot be reconciled by the 24th of the month will be considered Delinquent, and will incur a fee of \$100. Repeated delinquency may result in termination.

2.3 CFO Documentation Requirements

CFO Services require that all financial transactions must have supporting documentation, per IRS Publication 583, in order to Properly categorize revenue, expenses, and tax deductions, complete full monthly financial reconciliations, provide accurate overview and analysis of your financials, provide financial and decision-making support.

Any transactions that occur to/from your business accounts without supporting documentation will be placed in 'Uncategorized' on a quarterly basis, unless otherwise defined with **Bookkeeping Rules**.

Bookkeeping Rules

Bell Solutions offers one alternative to the requirement of providing supporting documentation, referred to as '**Bookkeeping Rules**'.

Bookkeeping Rules are predefined specifications for how certain expenses should be categorized on a regular basis - instead of sending receipts.

Bookkeeping Rules Terms & Requirements

- You must notify Bell Solutions if any transactions occur that do not match the details of your Bookkeeping Rules.
- You must notify Bell Solutions of any new recurring transactions that I would like added to your Bookkeeping Rules.
- You must provide supporting documentation for financial transactions that are not included in your Bookkeeping Rules.

Supporting Documentation Non-Compliance

Any transactions that are not included in your Bookkeeping Rules, and that you have not supplied supporting documentation for, will be coded to an **Uncategorized** status.

Uncategorized Accounts are non-compliance holding accounts designed to maintain financial integrity during the period of non-compliance.

It is your responsibility to supply the required details to Bell Solutions. Uncategorized Transactions that are outstanding at year-end will be provided to your tax preparer for the determination of proper tax coding .

2.4 Year End Services

Bell Solutions does not file Income taxes. At the end of each year, Bell Solutions will prepare, and provide to you and your tax preparer, your business financial information.

Year End Services Terms & Requirements

- Bell Solutions does not file income taxes. It is your responsibility to file, or hire a tax professional to file, your annual income tax return.
- All supporting documentation and required year-end information must be received no later than December 10th; including but not limited to financial statements, receipts, Uncategorized Transactions, and W9s.
- If you are unable to provide the necessary information needed to compile your financials for year-end by February 15th, the information that Bell Solutions has will be handed over as is, and it is the responsibility of your tax preparer to complete the outstanding items.
- Bell Solutions can catch up previous years financials, beginning after February 15th, and as availability allows, on an hourly basis, as defined in this agreement.

2.5 CFO Services Prerequisites

The CFO on the Go model consists of three steps.

#1 Get Ready.

#2 Get Set.

#3 CFO on the Go (referred to as, "CFO Services")

#1 Get Ready (acquisitions) CFO Services require that all applicable tax and compliance requirements are met. To get started, Bell Solutions must acquire the necessary information to review compliance, set up financials management systems and processes. A one-time fee will be processed via ACH at the time of your Kick-Off Call.

#2 Get Set (financial reconciliation) All required year-to-date financial information must be provided, and reconciled by Bell Solutions, for the current tax year, prior to your Go-Live meeting and beginning CFO Services. Fees will be processed at a discounted rate of \$60 per hour at the time of your Go-Live Meeting, for all bookkeeping, accounting, and financial reconciliation work completed prior to the start of your CFO Services.

All CFO Services will begin on the first day of the next month, following your Go-Live meeting. All services prior to CFO Services start date will be completed on an hourly basis via ACH, as defined in this agreement.

Failure to provide required documentation within 30-days of your Kick-Off call will delay Services, and may result in termination, or rescheduling of Services for another time. Additional meetings needed in between your Kick-Off Call and Go-Live Meeting will be billed at an hourly rate of \$125/hour.

3. SUPPORT SERVICES

3.1 Accounting Support

Quarterly CFO Services for Real Estate Agents does not include support.

Questions related to your financials may be submitted via your Karbon portal.

3.2 Payroll Support Services

Bell Solutions offers payroll support services (referred to as “Payroll Support”) for Real Estate Agents legally structured as an S-Corporation.

Payroll will be processed via QuickBooks Online Payroll and will serve as your third-party payroll provider, subject to its terms.

Bell Solutions will support and maintain your payroll records within your QuickBooks Online payroll processing system, process, or ensure the processing of, payroll tax liabilities, and will ensure accurate Profit and Loss financial payroll reporting.

When payroll and payroll tax processing is completed by someone other than Bell Solutions, detailed payroll and payroll tax liability reporting must be supplied on a quarterly basis.

QuickBooks Online Payroll subscriptions include direct deposit processing for eligible subscribers. Eligibility is determined by Intuit and requires verification as defined by Intuit’s terms. Bell Solutions is not responsible for determination of eligibility.

3.3 Payroll Support Terms & Requirements

The following are the minimum requirements to remain eligible for Payroll Support Services and pricing:

- All payroll related communications must be submitted through your **Payroll & Compliance Portal**. Bell Solutions is not responsible for the compliance or accuracy of information not supplied via your Payroll & Compliance Portal.
- Payroll processing requires a minimum of 48 business hours for paychecks to be available. Bell Solutions does not process payroll on Fridays.
- Any changes to your regularly scheduled payroll must be submitted via your Payroll & Compliance Portal
- Payroll cannot begin until the following is provided: W4, NE-W4, Date of Birth, and Direct Deposit form (optional).
- Your Pay Stubs will be provided electronically via email.
- Additional fees apply for the set up and processing of additional, or multi-state employee tax accounts.

Payroll Tax Terms & Requirements.

- All Federal and State payroll tax agency account numbers must be supplied to Bell Solutions.
- ALL pages of all payroll tax forms, notices, or requests must be submitted via your Payroll & Compliance Portal.
- Bell Solutions is not responsible for the filing or payment of taxes not completed by Bell Solutions.

If you choose to change the bank account for your payroll processing:

- Bell Solutions must have access to the bank account prior to beginning the change and verification process.
- Eligibility of bank accounts, and associated electronic services including but not limited to direct deposit, payroll tax process, and contractor payments, are determined by Intuit.
- If eligible, you will NOT have direct deposit, for a minimum of 3-4 weeks, during Intuits verification process.
- If eligible, you will NOT have automatic tax payments made, for a minimum of 3-4 weeks, during Intuits verification process.
- If changes are made in the 4 weeks leading up to quarterly payroll tax filings, quarterly taxes will be filed manually at a rate of \$125 per hour, and the verification for electronic services (including Direct Deposit) will start over after all taxes have been processed at the end of the quarter.

4. OTHER SERVICES

4.1 Add-on Services

To keep up with the ever-changing world of small business, Bell Solutions provides Add-on Services to complement your CFO Services. See current price list for details.

1099 Processing Bell Solutions will file annual 1099's for a

- W9s must be supplied to Bell Solutions for all contractors, professional services each month.
- All W9s must be supplied by December 10th to be eligible for
- 1099s will be filed unp

4.2 Additional Services

Services performed that are not included in your CFO Services, Support Services, or Add-on Services, shall be considered Additional Services. All Additional Services shall be discussed and agreed up by both parties, prior to execution All Additional Services will be billed at one of three (3) rates \$60.00 per hour, \$75.00 per hour, or \$150.00 per hour, unless otherwise quoted and agreed upon by both parties.

5. QUICKBOOKS

Bell Solutions utilizes QuickBooks Online for the management of financial data.

The QuickBooks Online Subscription that Bell Solutions sets up will serve as your central accounting system during the term of your CFO Services. Upon termination of services, you will be given control of your QuickBooks Online Subscription to continue to use if desired.

6. STANDARD OF PERFORMANCE

Bell Solutions shall, at all times, observe and comply with generally accepted bookkeeping and accounting standards and comply with all federal and state laws or regulations. Bell Solutions hereby agrees to follow the highest professional standards in performing all Services to be provided under this Agreement. No Services will be provided that do not meet all local, state, and Federal requirements and laws. Bell Solutions reserves the right to terminate Service with any individual or business that does follow the law.

7. NECESSARY INFORMATION AND MATERIALS

You will be solely responsible to supply Bell Solutions with all information, materials, data, and documents necessary to perform Services. You acknowledge and agree that the accuracy of your financial information supplied to Bell Solutions is your sole responsibility. Bell Solutions shall not be held responsible for the production of inaccurate or incomplete financial statements, records and billings, or any other financial reports if the financial data submitted is inaccurate, or incomplete.

7.1 Deliver of Material & Information

For the proper and secure handling of financial data, the following methods must be used when submitting information to Bell Solutions. Bell Solutions shall not be held responsible for the security of information not properly submitted.

Bell Solutions accepts the following methods for delivering documentation and information related to CFO Services, Support Services, and Add-on Services:

- Karbon secure portals
- Email: info@bellsolutions.biz

Payroll related information must be supplied via your [Payroll & Compliance Portal](#).

All documentation must be legible and include, at minimum, the date, source of payment, vendor/customer, and amount. Any documentation or information not sent as follows, and as described in the agreement, will NOT be subject to the terms of CFO Services, and may not be processed timely, or at all.

Bell Solutions does not accept paper records for the processing of CFO Services.

For your protection, please do NOT instruct your suppliers to send emails directly to Bell Solutions.

8. COMMUNICATIONS

8.1 CFO Collaboration

During the course of business, and as part of your CFO Services, Bell Solutions send communications, referred to as 'CFO Collaboration', for the compliance and regulation matters affecting your business. It is your responsibility to read these communications.

9. COMPANY REPRESENTATIVE

CFO Services require consistent and concise financial information to be provided to Bell Solutions on a regular basis. You must designate a competent representative to work with Bell Solutions, and receive Karbon checklists, for the purposes of performing the tasks needed to complete Services. It is your responsibility to ensure that the representative you assign understands the terms of this agreement and the associated Services.

Business Common Sense

The representative must possess basic business common sense with the ability to logically communicate and interpret business language and concepts.

Administrative

The representative must have the ability to execute fundamental administrative tasks; including but not limited to sending and receiving emails with attachments, downloading or uploading PDFs, and operating modern computers/apps.

Attitude

Common courtesy and kindness go a long way in business. Bell Solutions reserves the right to refuse, or terminate services, when abusive or inappropriate language or actions are taken with any member of Bell Solutions.

10. TIMELINES

Bell Solutions will make every effort to complete projects diligently. Bell Solutions shall not be held responsible for the delay of Services if you do not comply with the terms of this agreement.

Predefined meetings shall take place during the course of business with Bell Solutions, including but not limited to:

- Kick-off call: It is your responsibility to schedule your Kick-off call at the time of onboarding
- Go-live meeting: This meeting will be scheduled during your Kick-off call.

11. TERM

Bell Solutions shall review these terms, at minimum, annually. The terms of this agreement are subject to change at any time.

12. INDEPENDENT CONTRACTOR

Bell Solutions shall provide Services, as an independent contractor and shall not act as an employee,

agent, or broker. As an independent contractor, Bell Solutions will be solely responsible for paying any, and all taxes levied by applicable laws on its compensation. Bell Solutions understands that you will not withhold any amounts for payment of any taxes from compensation.

13. COMPENSATION

13.1 Payments

Payments shall be automatically deducted from your checking account via ACH withdrawal.

- Fees for CFO Services shall be deducted within 2 business days of the beginning of every billing cycle for the next period's services, as defined in this agreement.
- Add-on Services shall be deducted at the beginning of every month for the previous months' services used.
- #1 Get Ready fees shall be processed at the time of your Kick-Off Call.
- #2 Get Set fees shall be processed at the time of your Go-Live Meeting.

13.2 Non-CFO Service Pricing

Clients that do not remain eligible for CFO Services at the end of the 90-day discovery period but are eligible for alternate solutions outside of the CFO Services terms, shall renew services at a price set forth, and agreed upon, by all parties prior to continuing Services.

Clients that do not remain eligible for CFO Services, after the 90-day discovery period is completed, will be converted to Accounting Services at the same pricing for a period of 90-days.

If, after 90-day of Accounting Services, compliance and terms of service cannot be met, alternative solutions shall be discussed and decided on between both parties to continue.

13.3 Returned Payments

Payment returned due to insufficient funds will incur a \$40 fee. Past due invoices are subject to 1.5% interest per month. QuickBooks and Payroll subscriptions are not included in Services and may require a credit card.

14. CONFIDENTIALITY

Bell Solutions, while performing the Services herein may gain access to certain confidential or proprietary information. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to you and any data, documents, discussion, or other information developed by Bell Solutions herein and any other proprietary and trade secret information whether in oral, graphic, written, electronic or machine-readable form. Bell Solutions agrees to hold all such Confidential Information in strict confidence and shall not, without the express prior written permission, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations herein. The obligations under this Section shall survive termination or expiration of this Agreement.

15. TERMINATION

Either party may terminate recurring services included in this Agreement at any time. For the responsible and accurate transition of financial records and systems, a thirty (30) day notice is

recommended. Fees will be processed at an hourly rate of \$75 per hour for all CFO Services that are terminated during the Discovery period, for all hours worked, up to the time of termination.

Upon termination of Services, Bell Solutions shall ensure all documentation is stored in your QuickBooks Online for you to use moving forward.