

CFO on the Go Updated Terms of Service

Thank you for selecting the Services offered by Bell Solutions. (referred to as "Bell Solutions", "we", "our", or "us"). These Terms of Service ("Agreement") are effective November 1, 2020 and are an amendment to your current agreement. This Agreement is a legal agreement between you (referred to as "you", "your", "you're", or "client") and Bell Solutions. By continuing 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

Bell Solutions, CFO on the Go services (referred to as, "CFO Services") model is a series of regularly scheduled, consistent, measures designed to provide accurate and accountable small business finances, in the most efficient and effective manner. All CFO Services require a QuickBooks Online subscription. Bell Solutions provides two (2) types of CFO Services:

CFO.101 is the core of all CFO Services, and includes monthly bank and credit account reconciliations, quarterly financial and QuickBooks system reviews, CFO Collaboration, and support, as defined in this agreement. You are responsible for the entry of your daily bookkeeping.

CFO.200 includes **CFO.101** Services, plus the processing of your bookkeeping data. These services are reviewed and priced on a case-by-case basis to determine required scope of work.

Bell Solutions does not provide Bill Payment or Collection services.

2.2 CFO Requirements

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

- You must have a separate bank account for your business,
- Provide monthly statements, or online logins, for all bank, credit card, loans, lines of credits or other assets and liabilities on your balance sheet.
 - Accounts that have not had monthly statements provided for 60-days or more, may result in a disruption, or termination, of services.
 - At 90-days, additional fees will be required to catch up and continue CFO Services

- Connect, or provide the information for Bell Solutions to connect, your live bank feed in your QuickBooks Online. If your financial institution does not work with QuickBooks to sync your business bank account(s), separate pricing will apply,
- Provide the last four (4) digits of credit cards, if you have more than one card,
- Attend client meetings. When your CFO Services request an owners meeting, it is your responsibility to schedule and attend CFO meetings. Meetings may be held one (1), up to (4) times per year. Meetings are predefined, there are no make ups, and recurring non-attendance may result in termination of service, and
- Provide all documentation, or certifying information, to back up financial transactions, if Bell Solutions enters your bookkeeping data. *CFO.200*

2.3 Discovery Period

Bell Solutions strives to empower entrepreneurs and utilizes a 90-day discovery period to further develop the best accounting processes and practices. At the end of the Discovery period, Clients shall meet the responsibilities and terms of CFO Services, as set forth in this document, to continue with the CFO Services and its related pricing structure.

Alternative solutions may be available at the end your discovery period and are decided on a case-by-case basis. Pricing will be determined by the scope of work.

Services that do not meet CFO Services requirements may not be eligible for audit or financial analysis.

2.4 Payroll Support Services

Bell Solutions offers payroll support services (referred to as "Payroll Support") and can be combined with any CFO Services. Payroll Support requires a QuickBooks Online or Gusto Payroll subscription and will serve as your third-party payroll provider, subject to its terms. Bell Solutions provides two (2) types of Payroll Support Services:

PR.101 Bell Solutions will support and maintain your payroll records within your payroll processing system, process, or ensure the processing of, payroll tax liabilities, and will ensure accurate Profit and Loss financial payroll reporting. You are responsible for the administering of regularly scheduled payrolls.

PR.200 includes *PR.101* Services, plus the administering of regularly scheduled payrolls. These services are reviewed and priced on a case-by-case basis and may include labor tracking.

2.5 Payroll Support Terms & Requirements

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

- All payroll related communications and submissions must be submitted through your **Payroll & Compliance Portal**; including but not limited to; new employees, terminated employees, garnishments, deductions, wage changes, employee advances and reimbursements, payroll policies, audit requests, payroll taxes and 1099 non-employee forms.
- The payroll system has been set up to meet the rules set forth by local, state, and federal compliance and regulations. Payroll systems that are altered, by anyone other than Bell Solutions, releases Bell Solutions of all liability and accuracy of effected information and may result in additional fees, termination, or both.

Payroll Administration Terms & Requirements (PR.200)

- Payroll's administered by Bell Solutions will be done so according to the schedules and policies provided, and detailed, in your Payroll & Compliance Portal. Any changes to company payroll schedules or policies must be submitted in your Payroll & Compliance Portal Bell Solutions is not responsible for the compliance or accuracy of information not supplied via your Payroll & Compliance Portal.
- ***Timecards are due the next day following all pay periods.*** Bell Solutions is not responsible for the accuracy, or direct deposit timing, of payroll records received within 48-hours of pay day.
- ***Direct deposit is NOT available for payrolls processed within 2-days of pay day.*** (For example: Friday paychecks must be processed BEFORE 3pm on Wednesday to be eligible for direct deposit.)
- Timecards must be supplied through a time tracking system or via Karbon. Handwritten time records will not be accepted.
- It is your responsibility to 'approve' and ensure the accuracy of time records submitted. Time records submitted will be processed as they are received. Bell Solutions is not responsible for the accuracy of employee totals; including but not limited to total hours, commissions, holiday pay or vacation pay.
- Additional fees apply for the processing of extra payrolls when additional information is supplied after the original approved payroll submission.
- Employees with direct deposit forms on file will receive pay via direct deposit. All direct deposit forms must include a cancelled check. Bell Solutions is not responsible for the accuracy of handwritten records.
- Employees will not be paid until the following is provided: W4, NE-W4, Date of Birth, pay rate, Direct Deposit form (optional), and hire date.
- Bell Solutions can structure payroll systems to accrue, and track with time records submissions, the balances of company benefits; including but not limited to vacation, sick and retirement programs. Policies must be provided, and benefit tracking support will be defined a case-by-case basis. It is your responsibility to communicate in writing, with supporting documentation, the details of employee benefits such as vacation use, and employee deductibles.
- New employee information must be received on the day the employee starts work. Bell Solutions cannot guarantee timely or electronic processing for new hire paperwork received during new employees first pay week.
- Employee Paystubs will be provided electronically to employees with available email addresses. If you do not choose to use this method, or do not provide employee email addresses, it is your responsibility to provide your employees their paystubs.
- Additional fees may apply for multiply states tax processing.
- If, at any time, the terms and requirements defined in this agreement are not met, Bell Solutions will arrange for the hand-off payroll administration (PR.200) to be completed by your organization. PR.101 support will continue as long as the minimum requirements are met.

Payroll Garnishment Terms & Requirements

- ALL pages of all court issued paperwork received for payroll garnishments and deductions must be to Bell Solutions. Bell Solutions is not responsible for the accuracy, or timely payroll processing, of employee deductions for paperwork that has not been submitted in its entirety to Bell Solutions.
- Bell Solutions will complete all required paperwork received and return via you Payroll & Compliance Portal.
- If Bell Solutions processes your payroll (PR.200) all garnishments will start immediately on the next payroll.

- Follow up paperwork received MUST be supplied to Bell Solutions in its entirety to ensure accuracy and compliance. Bell Solutions is not responsible for the accuracy of garnishments when the follow up paperwork has not been submitted.
- Bell Solutions is not responsible for the accuracy, or timely payroll processing, of garnishments not executed by Bell Solutions. If you choose to fill out and submit your own garnishments, you will be responsible for the set up and payroll deductions associated.
- **Effective January 1, 2021; Gusto payroll is required for Bell Solutions to process the payment of garnishments to the requesting entities. Bell Solutions does not provide bill pay services.**

Payroll Audit Terms & Requirements.

- ALL pages of all audits must be submitted via your Payroll & Compliance Portal.
- Daily time records are required for audit reporting.
 - *PR.101* If Bell Solutions does not process your payroll, you must provide daily hours for audit assistance.
 - *PR.200* If Bell Solutions processes your payroll, you must provide daily hours on all time sheets submitted for payroll processing.
- It is your responsibility to ensure audits are submitted to your insurance agent. All audit information will be returned via your Payroll & Compliance Portal.
- If you want Bell Solutions to submit audit paperwork to your agent you MUST supply online login credentials, or other contact information.

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.

2.5 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.

2.6 Additional Services

Services performed that are not included in your CFO Services, Payroll Support Services, Add-on Services, or Support 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 \$55.00 per hour, \$75.00 per hour, or \$125.00 per hour, unless otherwise quoted and agreed upon by both parties.

3. QUICKBOOKS

All CFO Services are performed in your QuickBooks Online subscription(s). Subscriptions can be purchased through Bell Solutions at a discounted rate, or on your own. Subscriptions are subject to Intuit's terms and conditions.

During the term of your CFO Services you agree NOT to make changes to set up and/or structure of your QuickBooks system. Changes made by anyone other than Bell Solutions may result in termination of services, or

additional fees to correct and continue use.

If you utilize **CFO.200** CFO Services, you agree to notify Bell Solutions of any new users added to the system prior to adding them. Changes by users who have been added without consent may result in termination of services, or additional fees to correct and continue use.

4. SUPPORT

Telephone and email support is available at info@bellsolutions.biz or (402) 314-8460. Support includes bookkeeping, accounting, and QuickBooks inquiries up to 2 hours per quarter, unless otherwise defined in writing. Any additional services not covered in Services or Support, or that exceeds allowance, shall be considered Additional Services. Additional Support hours can be purchased at a discounted rate.

5. 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 not follow the law.

6. 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.

6.1 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:

- Karbon secure portals
- Email: info@bellsolutions.biz
- Receipt Capture, located in the banking module of your QuickBooks Online

Payroll related information must be supplied via your [Payroll & Compliance Portal](#). **Do NOT email employee forms.**

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.

All support must be emailed to info@bellsolutions.biz

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

6.2 Storage of Materials & Information

Bell Solutions stores all client information and documentation in electronic form, within your QuickBooks Online subscription. Bell Solutions does not accept paper records for the processing of CFO Services.

6.3 Drop Box

In addition, Bell Solutions offers clients the use of a drop box, located at 1701 Windhoek Drive, for the delivery of project-based materials only. Clients shall not utilize the drop box for information related to the daily, weekly, or monthly processing of Services, including but not limited to; bank statements, credit card statements, bills to be paid, expense receipts, timecards, new employee information. Clients shall pay \$25 per month, plus 10 cents per page for all items placed in the drop box that are related to CFO Services. Drop services used are subject to the ACH payment terms in this agreement.

7. COMMUNICATIONS

7.1 CFO Collaboration

During the course of business, and as part of your CFO Services, the collective effort of communication and resources, referred to as 'CFO Collaboration' provided by Bell Solutions will include, but are not limited to emails, owners' meetings, events, community measures, and support.

8. 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.

9. TERM

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

10. 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.

11. COMPENSATION

11.1 Payments

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

- Fees for services shall be deducted within 2 business days of the beginning of every billing cycle for the next periods services, as defined in this agreement.
- QuickBooks and Gusto subscription fees shall be deducted at the beginning of every month for the next month's subscription. QuickBooks payroll processing fees will be added to the monthly payment for the previous months' payroll totals.
- Add-on Services shall be deducted at the beginning of every month for the previous months' services used.

11.2 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.

11.3 Returned Payments

Payment returned due to inefficient 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 require a credit card provided by You.

12. 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.

13. 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. One-time and Additional Services may be terminated without refund at any time.