

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 December 1, 2019 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.

1. AGREEMENT

This Agreement describes the terms governing the use of services provided to you by Bell Solutions, (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 on the Go 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 may 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.
- If you utilize *CFO.200* services, you must also provide all documentation, or certifying information, to back up financial transactions.

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 for your organization. At the end of the Discovery Period, Clients shall meet the responsibilities, and terms, of CFO Services, as set forth in this document, in order 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 Service requirements may not be eligible for audit or financial analysis.

2.4 Payroll Services

Bell Solutions offers payroll services (referred to as “Payroll Services”) and are performed, and maintained, within your QuickBooks Online subscription. All Payroll Services require a QuickBooks Payroll subscription, subject to Intuit’s terms. Bell Solutions may use QuickBooks Enhanced or Full Service to process your payroll. Payroll services can be combined with any CFO Services. By utilizing Payroll Services, you understand that:

- Employee pay stubs will be provided via Intuits online employee portal, Workforce. If you do not choose to use this, or do not provide employee email addresses, it is your responsibility to provide your employees their pay stubs.
- Time cards are due the next day, following all pay periods. Time cards must be emailed to info@bellsolutions.biz.
- Employees will not be paid until the following is provided: W4, Date of Birth, Pay rate, Direct Deposit form (optional), and hire date.
- All employee docs must be uploaded to the My Accountants tab of your QuickBooks Online, or through a secure portal provided by Bell Solutions. Personal information should never be emailed, and Bell Solutions shall not be held responsible for the security of data that is not submitted per the terms of this agreement and the delivery methods outlined in section 6.1 Deliver of Material & Information, detailed in this agreement.
- Additional fees apply for the processing of extra payrolls in excess of scheduled payroll.
- Additional fees apply for multiply states tax processing.
- 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.

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 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, unless otherwise quoted and agreed upon by both parties.

- Data Entry & Basic Bookkeeping \$55.00 per hour
- Accounting & QuickBooks \$75.00 per hour
- Consulting, Analytical, Business Development \$125.00 per hour

3. QUICKBOOKS

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

For the integrity of your financial data, and during the term of your CFO Services, you agree NOT to make changes to the settings or structure of your QuickBooks system; including but not limited to .Chart of Accounts, 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 our *CFO.200* 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 prior notice may result in termination of services, or additional fees to correct and continue use.

4. SUPPORT

Telephone and email support are 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. All documentation must be legible. 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.

- Email: info@bellsolutions.biz
 - Support inquiries, Monthly statements, Time cards, Receipts, or other supporting bookkeeping documentation
- The My Accountants tab, located in your QuickBooks Online

- Monthly Statements, Employee Documentation
- Receipt Capture, located in the banking module of your QuickBooks Online
 - If you utilize *CFO.200* Services, Expense Receipts can be uploaded directly into your accounting system. All receipts must include, at minimum, the date, source of payment, vendor name, and amount.

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

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 time sensitive matters, or regularly schedule information related processing of your CFO Services, including but not limited to; bank statements, credit card statements, bills to be paid, expense receipts, time cards, new employee information. Clients shall pay a monthly fee, plus a per page fee, for all items placed in the drop box that are related to CFO Services. Drop Box services used are subject to the ACH payment terms in this agreement.

7. COMMUNICATIONS

7.1 CFO on the Go Collaboration

During the course of business, and as part of your CFO Services, the collective effort of communication and resources, referred to as 'CFO on the Go 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 subscription fees shall be deducted at the beginning of every month for the next months 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.

12. CONFIDENTIALITY

Bell Solutions, in the course of 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.