

CFO on the Go Terms of Service (2023)

Thank you for selecting the Services offered by Bell Solutions. (Referred to as "Bell Solutions", "we", "our", or "us"). This Terms of Service ("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, (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

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 small business finances, in the most efficient and effective manner.

CFO Services include:

- Weekly cash-based accounting entries in your QuickBooks Online system,
- Monthly bank and credit account reconciliations,
- Quarterly financial reviews,
- Quarterly QuickBooks system reviews, and
- Support, as defined in this agreement.

CFO Services require that all cash-based accounting entries must be entered by Bell Solutions in order to properly categorize accounting entries, complete monthly financial reconciliations, provide accurate overview and analysis of financials, provide financial and decision-making support, and assist with business financing and audits.

All CFO Services, and the associated processes, are virtual. All CFO Services require a QuickBooks Online subscription to be managed by Bell Solutions, as defined in this agreement.

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

CFO Service Terms & Requirements

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

- All cash-based accounting entries must be completed by Bell Solutions. Entering your own income or expense transactions may result in a reduction of your QuickBooks user rights, downgrading your CFO Service to Accounting Services, termination and/or additional fees. Entering your own cash-based entries is not an option for CFO Services.
- Bank and credit card reconciliations must be completed by Bell Solutions every 30-days, or as statements are made available by your financial institution. Changing or altering reconciled transactions may result in termination of services, and additional fees to re-reconcile. Reconciling your own accounts is not an option for CFO Services.
- You must successfully complete Prerequisites to be eligible for CFO Services.
- You must have a separate bank account for your business.
- You must provide monthly statements every 30-days, for all bank, credit card, loans, lines of credits or other assets and liabilities on your balance sheet.
 - Bell Solutions can download monthly 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, eml, or other formats are not acceptable forms of supporting documentation.
 - Accounts with a statement ending date, OTHER THAN the last of the month, will be reconciled on the first month, following the statement end date.
 - Accounts with income subject to Sales Tax must have a statement ending date of the last day of the month.
 - Monthly reconciliations, performed by Bell Solutions, are required.
- You must connect, or provide login 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.
 - If your business bank or credit account does not allow for an online connection, a CSV or Excel file of transactions is required, in addition to the monthly PDF statement.
- 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.
- Supporting documentation must be in the form of a PDF, or a forwarded email. Excel, CSV, eml, or other formats are not acceptable forms of supporting documentation.
- Bell Solutions will enter all business deposits in your QuickBooks Online on a weekly basis. Entering your own income or deposit transactions may result in termination of Services or additional fees.
- Bell Solutions will enter all business expenses in your QuickBooks Online on a weekly basis, as follows. Entering your own expense transactions may result in termination of Services or additional fees.
 - Expenses that are INCLUDED on your Bookkeeping Rules list will be automatically entered by Bell Solutions in your QuickBooks each week.
 - Expenses NOT included on your Bookkeeping Rules list will be entered weekly by Bell Solutions upon receipt of your supporting documentation.

After 60-days of not meeting CFO Requirements, your CFO Services may be paused and converted to Accounting Services, as defined in this agreement. Additional fees may apply to catch up and continue with CFO Services.

2.2 Supporting Documentation Requirements

CFO Services require that all entries for business deductions must have supporting documentation, per IRS Publication 583.

Supporting documentation must be supplied for all business deductions as follows to remain eligible for CFO Services pricing.

- Receipts must be emailed to info@bellsolutions.biz on a weekly basis, for all expenses that are NOT on your Bookkeeping Rules list.
- Receipts must be supplied as requested annually, for all expenses that ARE, or that you want to be, included on your Bookkeeping Rules list.

Travel and meal receipts must reference the business details related to the deduction.

Bookkeeping Rules

Bell Solutions offers one alternative to the requirement of providing weekly supporting documentation, referred to as 'Bookkeeping Rules'. Bookkeeping Rules are a list of verified recurring expenses that your business regularly purchases. You may continue to send receipts for the items on your Bookkeeping Rules list, if you want them saved in your QuickBooks.

Bookkeeping Rules Terms & Requirements

- Expenses included on your Bookkeeping Rules list must be verified for eligibility and will be reviewed annually. Certain expenses, such as Travel and Meals, are not eligible for Bookkeeping Rules.
- In lieu of providing the required supporting documentation to Bell Solutions, you are responsible for keeping copies of your [supporting documentation](#) for all business transactions as defined by the IRS.
- You are responsible for providing any/all required supporting documentation as needed, to any government or requesting agency/individual.
- You are responsible for supplying any/all documentation related to audits, grant preparation, tax preparation, or other efforts that require supporting documentation when it has not been provided to Bell Solutions.
- You must notify Bell Solutions of any transactions that 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.

- Any transactions that are not included in your Bookkeeping Rules, and that you have not supplied supporting documentation for, will be coded to Uncategorized and it your responsibility to supply the required details to Bell Solutions in a timely manner.

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 supporting documentation to Bell Solutions before the next monthly cycle.

- Accounts with Uncategorized transactions over 60-days old will incur a \$25 per month fee until Uncategorized transactions are current.
- Supporting documentation is required for Uncategorized transactions. If you choose to only provide information, in lieu of supporting documentation, for transactions included in your Uncategorized, your account will be converted to Accounting Services, as defined in this agreement.
- Uncategorized Transactions that are outstanding at the year-end cut off will be provided to your tax preparer for the determination of proper tax coding.
- Financials with Uncategorized transactions are not subject to the above-mentioned protections until supporting details are provided to Bell Solutions.

Bell Solutions shall save electronic copies of all documentation you provide, including but not limited to receipts, statements, and tax returns, within your QuickBooks Online.

2.3 Year End Services

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

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.
- You must be current with your CFO Services, as defined in this agreement, to be eligible for Year End Services.
- All year-to-date supporting documentation must be received no later than December 10th; including but not limited to financial statements, receipts, Uncategorized Transactions, W9s, employee payroll information and benefit statements.
- 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.
- Upon receipt of your income tax return, Bell Solutions will ensure that all financial entries are made to reflect the filing completed by your tax preparer.

- 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.
- If you have been downgraded to Accounting Services, as defined in the is agreement, you are not eligible for year-end Services.

Bell Solutions does not file Personal Property Tax returns.

2.4 Annual 1099 Processing Services

Bell Solutions can file your annual 1099 returns by signing up for 1099 Services by signing up in December.

1099 Services Terms & Requirements

- Bell Solutions will file 1099s for all required contractor payments made from your business banking accounts for the year. Please note that payments to contractors via credit card or payment platforms (such as Vinmo and Veem) will be processed automatically by the provider.
- Contractors will receive copies of their 1099 delivered by mail. Tax filings must be completed by January 25th in order for your contractors to receive their 1099 by January 31st.
- The deadline for supplying W9s is **December 10th**.
- To be eligible, financials must be reconciled through December 31st prior to 1099s being filed.
- Additional fees apply for the filing of 1099s. Fees will be processed via ACH per the terms of this agreement at the rate defined by the current Add-On pricing.
- You must sign up for 1099 Services each year in order for Bell Solutions to file your annual 1099 returns.
- If you sign up, and you do not have any 1099s to file, NO fees will be charged.
- If you do NOT sign up, and you have 1099s to file, it is your responsibility to file your required 1099 as defined by the IRS.

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 (system set up) CFO Services require QuickBooks Online structures to be reviewed and set up to meet required business compliance, tax code, and reporting capabilities. At minimum, Bell Solutions must review the structure and chart of accounts to proceed to step #2. 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 an hourly rate, 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.

2.6 Discovery Period

Bell Solutions strives to empower entrepreneurs and utilizes a 90-day discovery period, following your Go-Live Meeting, to further develop the best accounting processes and practices. Your Go-Live meeting must take place prior to the Discovery Period beginning. 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 pricing.

During the term of the Discovery Period, and prior to training, you agree NOT to make changes to the bookkeeping data, system settings, or financial structure in your QuickBooks system. Changes made by anyone other than Bell Solutions may result in the delay of Go-Live, termination of services, or additional fees to correct and continue use.

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

CFO Services that do not meet CFO Services requirements are not eligible for support, audit or financial analysis.

2.7 CFO Services Non-Compliance

CFO Services are designed to keep your small business tax and audit ready at all times. After 60-days of not meeting any of the terms of your CFO Services, your Services may be downgraded to Accounting Services for a period of 90-days, or the end of the current tax year, whichever is sooner.

Accounting Services is a 90-day period that allows you the opportunity to meet compliance and terms of CFO Services, prior to being ineligible for CFO Services.

CFO Services will resume once all compliance, and terms of services, are met.

If, at the end of the 90-day Accounting Services, compliance and terms of CFO Services have not been met, eligibility for alternative solutions will be reviewed.

2.8 Accounting Services for Non-Compliance

Accounting Services include the processing of the bookkeeping information and account reconciliations for accounts with available statements, within your QuickBooks Online, by the end of the tax year. Monthly financial reconciliation does not apply to Accounting Services.

All information provided must still meet the terms of CFO Services to be processed.

The following CFO Services will continue during the 90-day Accounting Services period.

- Monthly Karbon requests
- Bookkeeping Rules
- Bell Solutions will download account statements that Bell Solutions has been provided a login for.

The following Support Services will continue during the 90-day Accounting Services period, providing that compliance and terms of services are met.

- Payroll Support Services
- Sales Tax Support Services

Accounting Services do not include:

- Contract Management Support Services
- Contractor Payment Support Services
- Document Control, including Uncategorized Transaction reporting.
- Monthly reconciliations
- Monthly bookkeeping and QB system reviews
- CFO Support
- Strategy/tax consulting
- Assistance with audits
- Year-end Services

All records provided will be handed over within your QuickBooks Online to your tax preparer at the end of the year.

3. SUPPORT SERVICES

Bell Solutions offers support services (referred to as “Support Services”) and can be combined with any CFO Services. Bell Solutions provides four (4) types of Support Services: Payroll, Sales Tax, Contract Management, and Contractor Payments.

3.1 Payroll Support Services

Bell Solutions offers payroll support services (referred to as “Payroll Support”). Payroll Support requires a QuickBooks Online Payroll subscription and will serve as your third-party payroll provider, subject to its terms.

PRSS Bell Solutions will administer regularly scheduled payrolls, 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 through a system/service other than your QuickBooks Online, detailed payroll and payroll tax liability reporting must be supplied to Bell Solutions on a monthly basis, at minimum. Bell Solutions will maintain Profit and Loss financial payroll reporting in QuickBooks only. Bell Solutions is not responsible for the accuracy or compliance of payroll processing, tax liabilities, or reporting when payroll support services are not utilized.

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.

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, and payroll taxes.
- All payroll related information, data, and settings must be maintained by Bell Solutions. Data that is entered, changed, deleted, or otherwise altered by anyone other than Bell Solutions may result in additional fees, termination, or both.
- 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 affected information and may result in additional fees, termination, or both.
- Payrolls 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 on the first day following all pay periods.*** It is recommended to allow at least 4 business days between the end of your pay period, and your payday.
- Payroll processing requires a minimum of 48 business hours for paychecks to be available. Bell Solutions does not process payroll on Fridays.
- Paychecks with information submitted within 48-hours, or less, of pay day will be made available on the next business day after 48 business hours
- Payrolls must be approved each payroll via your regularly scheduled Karbon checklist reminder for ALL employees; including but not limited to part-time, full-time, hourly, salary, and commissioned employees.
- Timecards must be supplied through a time tracking system. Handwritten time records will not be accepted.

- It is your responsibility to 'approve' all employees pay each payroll 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, tips, 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.
- It is your responsibility to ensure that your employees are paid. Direct deposit may be available for eligible accounts.
- Employees with direct deposit forms on file will receive pay via direct deposit. All direct deposit forms must include a canceled check. Handwritten bank account records will not be accepted. You must be eligible, and have completed the required verifications to use QuickBooks direct deposit.
- 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 on 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. Additional fees apply.
- 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 Pay Stubs 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, or your employees are unable to access electronic paystubs, it is your responsibility to provide your employees their pay stubs.
- Additional fees apply for the set up and processing of additional, or multi-state employee tax accounts.

Payroll Garnishment Terms & Requirements

Bell Solutions can process payroll garnishment paperwork for a fee. Fees will be processed via ACH per the terms of this agreement at the rate defined by the current [Add-On pricing](#). The following are the minimum requirements for payroll garnishment processing.

- ALL pages of all court issued paperwork received for payroll garnishments and deductions must be provided 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 your Payroll & Compliance Portal.
- 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.
- It is your responsibility to submit all garnishment payments to the appropriate agency. Bell Solutions does not provide garnishment or bill payment services.
- Additional fees apply for the completion of garnishment paperwork. Fees will be processed via ACH per the terms of this agreement at the rate defined by the current Add-On pricing.

Payroll Audit Terms & Requirements

Bell Solutions can provide payroll reporting figures only, when required for Workers Compensation or other payroll audits for a fee. Fees will be processed via ACH per the terms of this agreement at the rate defined by the current Add-On pricing. The following are the minimum requirements for payroll audit reporting.

- ALL pages of all audits must be submitted via your [Payroll & Compliance Portal](#).
- Bell Solutions is unable to file paperwork with insurance and other agencies directly. It is your responsibility to ensure audits are submitted to your insurance agent.
- All audit information will be returned via your Payroll & Compliance Portal.

Payroll Tax Terms & Requirements

Bell Solutions utilizes QuickBooks Online payroll subscriptions for payroll tax processing. The following are the minimum requirements for payroll audit reporting.

- 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.
- Your business must be registered in all regions that employees are paid. Bell Solutions will register your business via Intuits CorpNet automatically upon receipt of employee data in any new area that requires payroll taxes to be paid. Fees for registrations will be processed via ACH per the terms of this agreement at the rate defined by CorpNet.

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 during Intuits verification process.
- If eligible, you will NOT have automatic tax payments made during Intuits verification process.
- If changes are made in the 2 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.

3.2 Sales Tax Support Services (STSS)

Bell Solutions offers Sales Tax Support Services (referred to as “Sales Tax Support”) for regularly scheduled state Sales and Local Tax processing.

STSS Bell Solutions will ensure income and tax liabilities are appropriately posted in your financials, file your state sales tax returns, and pay your sales tax liabilities via ACH.

Sales Tax Support Terms & Requirements

The following are the minimum requirements to remain eligible for Sales Tax Support and pricing:

- Bell Solutions is not responsible for the collection of sales tax from your customers.
- It is your responsibility to ensure that you are collecting the correct amount of sales tax, for all sales required by law. Bell Solutions can assist with determining what you need to collect sales tax for.
- The details of your sales tax collected must be provided, or made available online, each month, in order for Sales Tax to be processed.
- It is your responsibility to provide Bell Solutions with your total taxable sales by the 10th of each month. Sales tax information received after the 5th will incur a \$15 fee.
- When Sales Tax information is not supplied to Bell Solutions by the 15th, a zero Sales Tax return will be filed. Upon receipt of Sales Tax information that should have been , Bell Solutions will Amend the zero return and a \$250 fee will be charged.
- Choosing to not collect and pay required sales tax may result in termination of Services.
- Your business must be registered in all regions that it collects sales tax from. Bell Solutions will register your business via Intuits CorpNet automatically upon the reconciliation of income earned in any new area that requires sales tax to be collected. Fees for registrations will be processed via ACH per the terms of this agreement at the rate defined by CorpNet.
- All sales tax liability payments will be processed electronically on the day tax liabilities are due.
- It is your responsibility to ensure funds are available for all payments being processed. Bell Solutions is not responsible for non-sufficient funds.

If you choose to manage your own Sales Tax:

- Bell Solutions is not responsible for the Sales Tax liability tracking, tax filing, or payment processing if you choose to process your own Sales Tax.
- Choosing to not collect and pay required sales tax may result in termination of Services.
- Mishandling of Sales Tax resulting in non-compliance may result in termination of Services.
- Bell Solutions does not provide support or audit assistance for Sales Tax not processed by Bell Solutions.

3.3 Contractor Payments Support Services (CPSS)

Bell Solutions offers Contractor Payments Processing (referred to as "Contractor Payment Support"). Bell Solutions does not offer bill pay services. Contractor Payments Support requires QuickBooks Online PLUS.

CPSS Bell Solutions will process Contractor Payments, to be deposited on the 10th of the month, for the previous calendar months contractor work, within your QuickBooks Online system.

Contractor Payment Support Terms & Requirements

The following are the minimum requirements for Contractor Payment Support and pricing:

- It is your responsibility to submit or approve all contractor payments by the 5th of the month, for the previous calendar months contractor work.
- All contractor payment related communications must be submitted through your My Contractors Portal; including but not limited to; W9s, direct deposit forms, agreements, and contractor specifications.
- It is your responsibility to ensure funds are available for all payments being processed. Bell Solutions is not responsible for non-sufficient funds.
- Bell Solutions does not offer bill pay services.

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.

Placement Services

Bell Solutions can assist with the recruiting and placement of a Company Representative for your organization. Interviewing and training of candidates may be included at an hourly rate.

4.2 Additional Services

Services performed that are not included in your CFO Services, Support Services, Add-on Services, or CFO 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 \$60.00 per hour, \$75.00 per hour, or \$125.00 per hour, unless otherwise quoted and agreed upon by both parties.

5. QUICKBOOKS

All CFO Services require a QuickBooks Online Subscription. Subscriptions can be purchased through Bell Solutions or on your own. Subscriptions are subject to Intuit's terms and conditions.

All CFO Services are performed in your QuickBooks Online subscription(s). Furthermore, all financial information and documentation that you provide to Bell Solutions will be saved in your

QuickBooks, and all financial information and documentation for transactions that Bell Solutions completes will be saved in your QuickBooks Online.

As part of your CFO Services, you will receive training for how to utilize your QuickBooks Online. All financial reporting and documentation are always available in your QuickBooks Online for your use. Bell Solutions does not mail, email, or fax regularly scheduled reporting as is always available in your QuickBooks; to the extent that we have received your information.

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.

During the term of your CFO Services, you agree NOT to make changes to the bookkeeping data, system settings, or financial structure in your QuickBooks system. Changes made by anyone other than Bell Solutions may result in redoing Prerequisites, termination of services, or additional fees to correct and continue use.

You agree to notify Bell Solutions of any new users added to the system prior to adding them, and to schedule a training session with Bell Solutions for all new users. Changes by users who have been added without consent or training may result in termination of services, or additional fees to correct and continue use.

6. CFO SUPPORT

All Support is virtual.

Telephone, email, and text support is available at info@bellsolutions.biz or (402) 314-8460. Zoom meetings are not available for support.

Support includes support for matters related to your CFO on the Go Services up to 2 hours per quarter, unless otherwise defined in writing.

You must sign up for Support Services to receive assistance with Payroll and Sales Tax.

CFO Support is not available with Accounting Services. You will be provided a support portal to use during any period that your Services have been converted to Accounting Services.

Any additional services not covered in CFO Services, Support Service, or Support, or that exceeds allowance, shall be considered Additional Services. All fees Additional Services will be processed via ACH, per the terms of this agreement. Additional Support hours can be purchased at a discounted rate.

7. 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.

8. 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.

8.1 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. Do NOT email employee forms.

All documentation must be legible and include, at minimum, the date, source of payment, vendor/customer, details of the transaction, 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 or Support Services, and may not be processed timely, or at all.

All CFO Support inquiries must be emailed to info@bellsolutions.biz.

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

8.2 Storage of Materials & Information

Bell Solutions is a virtual service and 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.

8.3 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.

This service is intended to be used for COPIES of documentation only. All documentation will be scanned, saved in QuickBooks Online, and then securely shredded. Please do NOT original documentation when using drop box services.

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 box services used are subject to the ACH payment terms in this agreement.

9. COMMUNICATIONS

9.1 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.

10. 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.

Company Representative Placement

Bell Solutions can assist with the recruiting and placement of a Company Representative for your organization. Interviewing and training of candidates may be included at an hourly rate.

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.

3rd Party Resources

Bell Solutions will work with the designated company representative to perform Services, and any consultants, coaches, family members, or other 3rd party resources that your business utilizes should work with the designated company representative to obtain financial information. Bell Solutions will not provide support or have meetings with 3rd party resources.

11. TIMELINES

Bell Solutions processes accounting functions on a recurring schedule as defined by regulations. 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.

12. TERM

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

13. 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.

14. COMPENSATION

14.1 Payments

Payments shall be automatically deducted from your checking account via ACH withdrawal Funds will be pulled from the account designated in your Onboarding paperwork.

- 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.
- QuickBooks 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.
- #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.

14.2 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. After 90-days, any work completed will be done on an hourly basis.

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.

14.3 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.

15. 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.

16. 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.

If you would like Bell Solutions to close the accounting period for the final month of Services, fees will be processed at an hourly rate of \$75 per hour for all Services performed during the close month. (ie: For services that terminate on March 31st, hourly fees would be charged for the hours in April to close the month of March.)

If you change or alter any of the following, your CFO Services may be terminated immediately.

- The structure of your QuickBooks Online accounting system,
- Any transactions from a closed period,
- Cash transactions entered by Bell Solutions.

Fees will be processed at an hourly rate of \$125 per hour for all 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. Administrative rights will be transferred to the party that Bell Solutions has an agreement with.