



## Corporate Transparency Act / Beneficial Ownership Interest Reporting Services

Dear Client:

Lay & Lay CPAs PLLC (“firm,” “we,” “us,” or “our”) is pleased to provide you with the professional services described below. This letter, and any other attachments incorporated herein (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

### *Engagement Objective and Scope*

The objective of this engagement is to assist you with your submission of certain beneficial ownership information (“BOI”) to the Financial Crimes Enforcement Network (“FinCEN”) as required by the Corporate Transparency Act (“CTA” or “the Act”).

We will submit to FinCEN via electronic interface on your behalf information you provide to us in support of your Corporate Transparency Act/Beneficial Ownership Updated Report (“Report”). These services do not include advice or statutory interpretation of the Act, such as whether any exemption applies, a determination of who is or is not a beneficial owner, or guidance on any other requirement under the Act. Although we may compare information in this Report to information previously submitted, these services do not include any analysis, evaluation, or statement on the accuracy of any Initial, Updated, or Corrected report previously submitted.

These services do not include any other federal or state reporting requirement to which you may be subject.

While we will assist you with your reporting obligation under the Act, we are not an agent of your company and have no fiduciary responsibilities related to your company.

The CTA is a federal statute which requires statutorily identified reporting companies to identify and report beneficial ownership information to the FinCEN. This reporting is required under the Bank Secrecy Act, and the primary users of BOI reported to FinCEN will be federal, state and local law enforcement. Failure to comply with the CTA may result in significant penalties, including criminal penalties such as monetary fines and/or jail time. Because of the nature of the Act and penalties associated with non-compliance, you should discuss your obligations under the Act with legal counsel. By entering into this Agreement, you acknowledge that we have advised you to seek legal counsel with respect to your CTA obligations. If, prior to executing this Agreement you believe you need to speak with an attorney regarding your CTA obligations, please do not sign this Agreement.

Our engagement is limited to the professional services outlined above. You have sole responsibility for assessing your Report for compliance with the Act prior or subsequent to its submission to FinCEN. You (including your successors) are and shall at all times remain responsible for all future compliance with the Act, including any change to a Report submitted which may be required under the Act. Unless separately engaged to do so, we shall have no responsibility to: correct, amend, or re-submit the Report; alert you to situations where the Act requires you to correct, amend, or re-submit the Report; or inquire as to whether any event has occurred which may necessitate correction, amendment, or re-submission of the Report. We shall have no liability for your failure to correct, amend, or re-submit any report, or any previously submitted report as required under the Act.

Our services to you under this Agreement will be based upon guidance promulgated by the U.S. Department of Treasury and FinCEN which is “final” as of the time services are rendered. For purposes of this Agreement, “CTA” or “the Act” does not include draft legislation, Proposed Rules, or any administrative notice affecting the responsibilities of those affected by the Act which is not considered “final”. Guidance is subject to change, and those changes may affect your Report. You are responsible for understanding all requirements applicable to your compliance with the CTA. You are encouraged to seek the advice of your own legal counsel before and during the totality of our engagement.

If, prior to the completion of this engagement, changes are made to the Act which are considered “final,” we may require a modification to this Agreement.

If, prior to your submission, your information or facts change, you must provide us with the updated information and representations as soon as possible, as those changes may affect your obligations under the Act and our obligations under this Agreement.

This engagement does not include any procedures designed to detect errors, fraud, theft, misrepresentation, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, our engagement is not intended to assess your compliance with any other reporting or registration requirement in any jurisdiction, legal or other. We shall have no liability to you or any other party in the event it is determined you are non-compliant with other reporting or registration requirements during the course of this engagement.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services and provide you with a separate engagement letter. In the absence of any other engagement letter, our services to you will be limited to and governed by the terms of this Agreement.

### *Engagement Deliverable*

We anticipate presenting the following deliverable upon completion of our services.

- A copy of the Report submitted to FinCEN on your behalf, including the date of submission

Prior to submission to FinCEN, we will provide a draft Report to you for review and approval. We will not submit the draft Report to FinCEN without your review and written authorization. If you do not provide written authorization in a timely manner, you will be responsible for any loss which may result from missing the statutorily-imposed deadline.

The final deliverable presented as part of this engagement is solely for the use of your company for the purpose of supporting your compliance with the Act. It should not be relied upon or used for any other purpose without the express written permission of the firm.

During the course of this engagement, we may present to you written or electronic drafts of your Report. These or any similar draft communications regardless of format are our property of and may not be shared with any other party under any circumstance.

We will not update your Report after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations unless agreed to in a separate, executed engagement letter.

We do not guarantee, either expressly or impliedly, any outcome or success of any administrative review of your Report by regulatory authorities.

If for any reason we are unable to complete the engagement, we will not issue a deliverable.

#### Permissible disclosures

You acknowledge and agree that any information provided to us in support of this engagement shall be for the sole use of complying with the Act, and for no other purpose. We acknowledge and agree that information provided to us in support of this engagement shall remain confidential consistent with professional ethics requirements, and that we shall take commercially reasonable steps to safeguard such confidential information.

Notwithstanding, information provided to us in support of this engagement may ultimately be requested by governmental agencies either for law enforcement purposes or for other regulatory purposes as permitted by law. By entering into this Agreement, you acknowledge that we may be compelled to provide this information by court or similar order and agree that in such instances disclosure of information provided to us in response to those requests shall not be considered a breach of this Agreement.

#### *CPA Firm Responsibilities*

It is our duty to perform our services based on the same standard of care that a reasonable professional service provider would exercise in this type of engagement. For the purposes of this Agreement only, the applicable standard of care shall be based upon technical guidance issued by FinCEN as detailed on [www.fincen.gov/boi](http://www.fincen.gov/boi), and relevant ethical guidance applicable to us either via state accountancy statutes which govern our practice, the AICPA Code of Professional Conduct, or both.

The above professional services will be performed based upon information you provide to us. We will not audit or otherwise verify the data you submit to us. We shall have no liability for any loss suffered by you or any owner/beneficial owner resulting from inaccurate or incomplete information provided to us or your failure to provide relevant information.

We will not respond to any request from banks, mortgage brokers or other third parties for verification of your compliance with the Act or confirmation of your beneficial ownership information. **You agree to indemnify and hold us harmless from any and all claims arising from the use of the Report for any purpose other than complying with your CTA compliance obligations regardless of the nature of the claim, excepting claims arising from our gross negligence or intentional wrongful acts.**

We will not make any management decisions or perform management functions on your behalf.

#### *Client Responsibilities*

You acknowledge and agree that your failure to comply with the responsibilities enumerated in this section may result in economic or other loss to you as well as the potential for criminal prosecution in the event you are found to not be in compliance with the Act. You agree to accept responsibility for any consequences of your failure to fulfill your responsibilities.

You agree to provide us with accurate and complete copies of the records or information that we may request as necessary to provide our services, including any documentation or memorandum provided to you by third parties describing your reporting obligations under the Act, either at the inception or during the course of the engagement.

You agree that you are responsible for all decisions and analysis related to your compliance with the Act, including, but not limited to, the determination that you are a reporting entity in accordance with the Act and the identification of your beneficial owners, including those that exercise substantial control of your business.

You acknowledge that the Act requires the Report to be submitted prior to statutorily-imposed deadlines which are either thirty (30) or ninety (90) days after the occurrence of specified events which are enumerated in the Act. You are responsible for identifying and determining whether such an event has occurred, as well as notifying us of the date on which the event occurred.

You agree to provide us information we request necessary to perform under this engagement at the time of returning signed engagement letter. If you do not provide complete information in the required timeframe, you acknowledge that your delay may result in a late submission, and you further agree to accept full responsibility for any loss or penalty which may result from missing the statutorily-imposed deadline, as well as responsibility for any costs or penalties which may result where a late submission requires the submission of a new, separate report.

#### Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your Report. Our records are not a substitute for yours. You should retain all documents that provide evidence and support for beneficial ownership as required under applicable laws and regulations. You represent that you have such documentation and can produce it, if necessary, to respond to any examination or inquiry as may be required under the Act or by governmental agencies (including law enforcement). You will be responsible for any liability including but not limited to penalties, interest and related professional fees, resulting from inadequate documentation.

Penalties under the Act

In general, a person who willfully violates beneficial ownership reporting requirements under the Act may be subject to civil (monetary) penalties for each day that the violation continues. They may also be subject to criminal (fines and/or imprisonment) penalties. Both individuals and corporate entities may be held liable for willful violations. Beneficial owners who refuse to provide required information may also be held liable.

Ultimate responsibility

You have the final responsibility for the contents of your Report, including information provided by third parties. We will provide you with a copy of the deliverable for review prior to finalization. You agree to review and approve the deliverable carefully for accuracy and completeness prior to submission.

Prior to the conclusion of this engagement and your submission to FinCEN, we may ask that you sign a written representation related to the information you provide in support of your Report. If you decline to sign this representation when requested, we may terminate this Agreement.

***Timing of the Engagement***

We expect to begin our services upon receipt of this executed Agreement. Our services will conclude on the earlier of:

- transmission to FinCEN of the deliverable as identified above;
- written notification by either party that the Agreement is terminated; or
- one (1) year from the execution date of this Agreement.

***Professional Fee***

Our professional fee for the services outlined above is estimated to be **\$150**. This fee is based upon the complexity of the expected work to be performed, our professional time and out-of-pocket expenses. Circumstances may arise that impact our estimated fee such as, but not limited to, issues encountered with the timely delivery, availability, quality, or completeness of the information you provide to us, changes in your personnel or operations that impact our services or other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we complete the engagement.

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We appreciate the opportunity to be of service to your company. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

**By initialing below, I acknowledge that I have been advised by Lay & Lay CPAs PLLC to seek the advice of legal counsel with regards to my obligations under the Corporate Transparency Act.**

INITIAL HERE: [    ]

Very truly yours,



Mark Lay, CPA  
Partner

ACCEPTED BY:

\_\_\_\_\_  
[Client Representative Signature]

\_\_\_\_\_  
[Client Representative Name]

\_\_\_\_\_  
[Client Representative Title]

\_\_\_\_\_  
[Client Company Name]

\_\_\_\_\_  
[Date]