



## **Engagement Letter**

Client/Business Name \_\_\_\_\_

Thank you for letting Mai Solutions, LLC represent you for your Accounting and Administrative needs. We value the relationships we build with our clients and believe that it will be mutually beneficial to have a clear understanding of our engagement.

### **Scope of Engagement**

You have requested our representation for your Accounting and Administrative needs. The Client will be solely responsible to supply Mai Solutions, LLC all information, materials, data, and documents necessary to perform the services agreed upon. The Client acknowledges and agrees that the accuracy of financial information supplied to Mai Solutions, LLC is the sole responsibility of the Client. Mai Solutions, LLC shall not be held responsible for the production of inaccurate financial statements, records, and billings, or any other financial reports if the financial data submitted by the Client is inaccurate.

### **Professional Services, Expenses and Other Charges**

Our professional fees for Accounting and Administrative services will be determined by the details on the client's proposal. All invoices are due upon receipt. Returned charges will be rebilled with a \$25 Returned Charge/Check fee, Late fees may also be applied. Also, we may assess a service charge of 1 1/2% per month on overdue invoices. In addition to our fees for our professional services, there may be charges for expenses which we incur (such as but not limited to: filing fees, long distance travel or phone calls, filing fees) and for other charges in connection with our engagement (such as but not limited to: copying, faxes, postage, computerized legal research). Expenses incurred will be billed at our cost (which in some cases may be estimated). Other charges will be billed at amounts which reflect the value of the service or industry practice. Further detail regarding these expenses and other charges will be furnished upon request.

### **Confidentiality**

Mai Solutions, LLC, during the course of performing the services hereunder may gain access to certain confidential or proprietary information of the Client. 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 the Client and any data, documents, discussion, or other information developed by Mai Solutions, LLC hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, written, electronic or machine-readable form. Mai Solutions, LLC agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the Client, disclose such Confidential Information to third parties. The obligations under this section shall survive termination or expiration of this Agreement.

### **Limitation of Liability**

In no event shall either part be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this agreement, even if such party has been advised of the possibility of such damages in no event will neither party's liability on any claim, loss or liability arising out of or connected with this agreement shall exceed the amounts paid to Mai Solutions, LLC during the two (2) month period immediately preceding the event giving rise to such claim or action by the client or the limits of Mai Solutions, LLC's professional liability policy. The Client agrees to hold any disputes in Osceola County, FL.

### **Indemnification**

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorney's fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

### **Termination of Engagement**

If at any time you choose to no longer be represented by Mai Solutions, LLC you must notify us in writing per your proposal terms. Failure to provide this written notice will result in continued services being performed on your account for which you will be held financially responsible.

If any provision of this Agreement shall be held illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect.

Sincerely, Cortnie Grno, Owner, Mai Solutions, LLC

By signing the client agrees that they have read and fully understand and agree to the terms of this engagement.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_