

Succession Security, LLC

Limited Scope Representation Agreement

This Limited Scope Representation Agreement (“**Agreement**”) is between Succession Security, LLC (“**Succession**”), a Tennessee limited liability company, and you (the “**Client**,” “**you**,” or “**your**”) (together, the “**Parties**”) for the Accounting Succession Membership (“**Membership**”) Services described below (the “**Services**”), effective as of the date signed by you (the “**Effective Date**”).

A limited scope representation means that the amount of work performed under this Agreement for you is limited to book-keeping tasks under certain circumstances for a limited period of time, as described herein. Limited scope representation is a means to provide access to replacement book-keeping services for a limited duration of time when your circumstances require emergency help. The remainder of tasks required outside the scope of this Agreement, if any, will be your sole responsibility. You may choose to hire another accountant to perform the additional tasks for additional fees.

1. Incorporation of Additional Terms. Your use of the Succession Security website is subject to the [Terms of Use](#) and [Privacy Policy](#).

2. Accounting Services and Use of Third Parties. Succession may use a variety of qualified service providers, some of which may be subcontractors to complete the Services under this Agreement. In the event of an Incapacitating Event, the required Services are deemed paid for by payment of your monthly Membership Fee and require no additional payment by you. Notwithstanding the foregoing, early termination of your subscription may result in a termination fee, as detailed in [Section 14\(a\)\(i\)](#).

3. Limited Services. Client and Succession agree that Succession is not engaged to provide services generally to Client or on a long-term basis, but rather, that Succession will limit the scope of representation to provide certain specific bookkeeping services defined below for ninety days or less (the “**Service Period**”) only upon a qualifying Incapacitating Event (“**Limited Services**”).

4. Determination of an Incapacitating Event. You shall be considered to be impaired, disabled or incapacitated for the purposes of this Agreement where such impairment, disability or incapacity is such that you are unable to provide bookkeeping services or are substantially limited in your ability to provide the services required to run your business. A determination of whether you are impaired, disabled or incapacitated for the purposes of this Agreement shall be made by Succession in our sole discretion. In making such determination, Succession shall act upon any reasonably reliable information, including but not limited to communications with members of your family and, if available, the written opinion or opinions of one or more licensed physicians or other medical professionals responsible for your care. By this Agreement, you authorize the disclosure of Protected Health Information to Succession. Succession may also rely upon the opinions of other individuals with a close and continuous relationship with you, including your

Authorized Representative. Incapacitating Events may include extended treatment for illnesses, car wrecks, long-term hospitalization, in-patient treatment programs, or death, and will be analyzed on a case by case basis at the sole discretion of Succession. The determination of incapacity by Succession shall be the “**Incapacitating Event.**”

5. Services. All Memberships (defined below) with Succession will include the provision of the following services (the “**Services**”) during the Service Period:

- Accounts payable: solicit W9s, prepare and file 1099s while interfacing with vendors, enter and pay bills for clients
- Banking: manage Bank accounts and reconcile all transactions in QuickBooks clients
- Insurance: enter costs, assist with general liability and workers compensation insurance audits for clients
- Censuses: fill out and submit annual censuses for insurance for clients
- Payroll Assistance: break out each payroll to gross per payroll company reports for clients
- Reporting: generate Profit and Loss statements, balance sheets and general ledger for clients
- Taxes: coordinate taxes with income tax filer for clients
- New Clients: onboard new clientele for your business, as needed

Upon notification by you or your Authorized Representative that you have experienced an emergency that requires the use of the Services, Succession will review your situation and inform you and your Authorized Representative within two (2) business days if such event constitutes an Incapacitating Event. Succession will provide the Services for the Service Period commencing within three (3) business days after the determination of the qualification of the Incapacitating Event.

If you engage Succession for services that are not included in the above Services described above, Succession will bill you standard rates. If you need the Services after the Service Period concludes, we will bill you at the rate of \$995 per day.

Nothing in this Agreement shall be construed to limit your right to retain, at your own expense, an unaffiliated accountant or bookkeeper to assist your practice. Succession will not be obligated to pay for any such services.

You represent to Succession that you operate as a solo bookkeeping practice with an annual billing rate of approximately \$200,000 or less.

6. Excluded Services. Succession represents that in the event of an Incapacitating Event, we will act in your best interest and provide you with competent help. Because Client and Succession have agreed that Succession will provide only the Limited Services, you hereby understand and agree that:

- Succession does not have to provide more help than agreed in this Agreement

- The means method and determination of Incapacitating Event will be at Succession's sole and absolute discretion

This Agreement, your Membership, and all Services specifically exclude the following services:

- a. Filing of income taxes
- b. Forensic accounting services
- c. Valuations or auditing services
- d. Signing papers in any litigation related matter
- e. Any matter involving the laws of jurisdictions outside of the United States
- f. Any matter that, in the Firm's opinion, is frivolous in nature or objective
- g. Any matter or requested service that is determined by Succession to lack sufficient merit to warrant pursuit, or that Succession decides has been raised an inordinate or unreasonable number of times without a change in circumstances

While performing the Limited Services, Succession:

- Does not promise any particular outcome
- Relies entirely on Client's disclosure of facts during on-boarding and as updated by you or your Authorized Representative
- May advise you that the Limited Services are not sufficient to cover your needs, and advise you that you need more services or another accountant or book-keeper.

Succession and Client agree that the Services provided by Succession are identified above and are limited to the specific Limited Services identified and do not include any other services. If you use an engagement letter, you represent here that you have the right to subcontract work as provided for in this Agreement. Succession will not provide any other service not included as a Limited Service under this Agreement.

7. Succession Membership Levels. Succession offers the following Membership options.

- **Silver Membership.** Succession will remotely provide the Services for the Service Period.
- **Gold Membership.** Succession will send a qualified provider to your location to provide on location Services for five (5) business days, after which we will provide the Services remotely for the balance of the Service Period.
- **Platinum Membership.** Succession will provide the Services on-site for the entire Service Period.

*Succession will pay for all flights and lodging required under the Gold and Platinum Memberships.

All Memberships come with an option to list your business for sale through Succession. In the event you, or your Authorized Representative wishes to sell your business, you may pay Succession a one-time fee of \$___ to send notice of the sale of your business to all current and past Succession members. Succession will connect any potential buyers with the seller, but will

not act as broker or lawyer for either party. This is listing service where Succession will act as a liaison for you to connect with potential buyers. To take advantage of this one-time service, please email info@successionsecurity.com the event this serv is merely the ability to list your business for sale to all of our list-serve.

8. Membership Fees. Membership Fees are processed monthly automatically in the following amounts (each a “**Membership Fee**”):

Silver: \$ 49.95/month

Gold: \$79.95/month

Platinum: \$99.95/month

Succession reserves the right to increase the monthly fee from time to time with thirty (30) days written notice to you.

9. On-boarding. You will be required to participate in an on-boarding call to discuss your business and clientele to ensure that Succession is prepared to step in to provide the Limited Services, and to confirm that your practice is a solo practice. The on-boarding process will require that you provide sensitive client and business login and password information. It is important to understand that if you use a personal email address, Succession will still need your login and password information to communicate with clients in your absence. All proprietary information provided will be kept secure and will only be used to provide the Services under this Agreement.

A non-exhaustive list of items we will need for on-boarding may include:

- **Your Authorized Representative contact information.** This person may be in charge of communicating with Succession regarding your Incapacitating Event, and will be the point of contact for Succession while servicing your accounts in the event of an Incapacitating Event.
- **The size of your book-keeping business to ensure we are able to handle your workload**
- **A list of all open or active matters,** including a clear identification of the client(s), and a demonstration of how to generate a current version of such a list on CRM software
- The contact information for you **IT professional** or vendor
- **A list of other vendors** and/or individuals who provide you with other services
- **Instructions to access file-management, e-mail, voicemail, and billing systems,** including any applicable passwords, and accounting information
- A description of the firm **policy for preserving client files** and records
- A description as to where **original client property,** including documents, is kept
- A description of **office policies for paying vendors**
- An explanation as to **how to access mail,** if the accountant has a post-office box or other mail receipt service, and faxes
- If office space is leased, the contact information for the property owner.

You are responsible for updating this list if any of the On-Boarding information changes, but at least annually.

10. Electronic Communication. You agree to receive communication by email. Succession is not obligated to send correspondence by U.S. or international postal mail.

Succession is not liable for damages caused by your failure to update and/or check your email address of record.

10. Service Period Approvals. You hereby request, understand and authorize that in the event You experience an Incapacitating Event, Succession may operate your business in full, including but not limited to:

a) Access to Office and Accounting Files. Succession shall have complete, unfettered access to your client files and office administrative documents; and for Gold and Platinum Memberships, access to your office and office equipment. This includes access to file-management systems, bank account information and logins, regular and electronic mail, and computer servers. This also includes the right to use your electronic mail and regular mail to send mail as necessary for the representation of your clients. The access authorized pursuant to this paragraph and subparagraph includes direct access to your client financial accounts, as required.

b) Communication with Clients. Succession shall act as your full substitute during the Service Period, and shall be entitled to and required to engage in communications with clients.

c) Maintain and Store Client Files. Succession may take any necessary actions to maintain and store client files.

d) Return Client Property. Succession is authorized to return client property upon appropriate request by your client.

e) Administration of Your Practice and Payment of Business Expenses. Succession is authorized to take any reasonably necessary action to engage in the day-to-day administration of your book-keeping business, including but not limited to payment of the usual and customary expenses of your business, the employment of office staff and any tasks incident thereto.

11. Resolution of Disputes. Succession is committed to customer satisfaction. If you have a complaint about our services, please contact us by emailing: info@successionsecurity.com. EACH PARTY AGREES THAT, TO THE EXTENT PERMISSIBLE BY LAW, ALL RIGHTS TO A TRIAL BY A JURY OF ANY CLAIM CONCERNING THIS AGREEMENT ARE ABSOLUTELY AND FOREVER WAIVED.

12. Fees & Billing. On the Effective Date and monthly thereafter until Termination as described in Section 13 herein, you agree to allow Succession to charge your credit card monthly for the Membership Fee.

13. Termination

a. By Client. You may terminate your Membership and discharge Succession at any time by written notice to info@successionsecurity.com, effective when received. Unless specifically agreed by Succession and you, Succession will provide no further services and your Membership will terminate.

i. Early Termination Fee After Incapacitating Event. Notwithstanding the foregoing, if you experience an Incapacitating Event in the first twelve (12) months of your Membership and wish to terminate your Membership before you have paid twelve (12) months of Membership Fees, you will be required to pay an early termination fee for the balance of a full year of Membership Fees (the “**Termination Fee**”). By way of illustration and not limitation, if you sign up for a Membership on April 1, experience an Incapacitating Event on June 1, receive the Membership Benefits through August, and ask to terminate in October, you will need to pay a termination fee the total of five (5) months of Membership Fees. If you wish to terminate during the first year of Membership and have NOT experienced an Incapacitating Event, you will not be required to pay a termination fee.

b. By Succession. Succession may terminate the Limited Services for any reason and at any time, by the provision of ten (10) days written notice.

c. Notice of Termination. This Agreement shall terminate upon (1) delivery of written notice of termination, with or without cause, by you or your Authorized Representative, a legally appointed Guardian over your person, or the executor or administrator of your estate. Termination shall be effective three (3) business days following delivery of such notice. Upon termination of this Agreement, Succession shall return to you (or destroy) or, in the event of your continued impairment, disability or incapacity, or your death, to your Authorized Representative, any files, records or other property of or relating to your business and/or your clients. Succession shall, and is hereby authorized to, maintain a list of clients that Succession represented or whose confidential information Succession accessed in connection with this Agreement.

14. Nature of Relationship—Independent Contractor. The relationship of Succession to you as established by and described in this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed to create any agency or employment relationship between you and Succession.

15. Right to Refuse.

Succession reserves the right to refuse service to anyone.

17. Entire Agreement

This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

18. Governing Law

Any dispute arising from this Agreement or the Limited Services will be governed by and construed and enforced in accordance with the laws of Tennessee, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Tennessee or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Tennessee and the United States, respectively, sitting in Davidson County, Tennessee.

19. Miscellaneous

Succession is not responsible for the proper operation of the website(s). You assume all risks for technical difficulties in placing your order(s) or submitting information over the Internet. By accepting the terms of this Agreement you are warranting that you are duly authorized to enter into such an agreement.

_____ (initial) I hereby authorize Succession Security, LLC to charge my credit card monthly for my Membership. These charges will be made monthly until this Agreement is Terminated as specified herein.

_____ (initial) Being the authorized cardholder or the Corporate Officer, by signing above I understand and agree to the terms set forth in this Agreement, agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed. I furthermore confirm that I have received all services and goods to my satisfaction.