



ONE STOP CONSULTING SHOP, LLC

Client Engagement Terms and Conditions

Simple, Effective and Affordable Accounting & Tax Solutions

Section 1: Communication and Documentation

One Stop Consulting Shop, LLC throughout this document may be referred to as "One Stop". Our primary source of communication is email. Email must be frequently checked for notices, questions, updates and other communications. While One Stop may elect to call or text, any requests for documents or other services must be made in writing (via email). Make sure sensitive information is uploaded to our portal and never emailed. One Stop does not accept "whatever is provided". We work to ensure your accounting and tax returns are as "audit-proof" as possible. We may request additional information from you to ensure that if you are audited, you are in the best position possible. Every monthly client (for recurring bookkeeping and payroll) will be assigned a dedicated Client Manager who will complete bookkeeping, process payroll and answer any regular operational questions. Clients will also be assigned a dedicated Tax Professional for tax preparation, bookkeeping guidance and adjustments the tax situation evolves. The entire client team will work together to ensure a seamless transition from book to tax throughout the year. One Stop Consulting Shop will request each bookkeeping client conduct a mini tax review for a small fee during the summer so that your assigned Tax Professional can review your financial statements and/or payroll and make any suggested changes for the duration of the tax year.

The monthly report you receive is for management use only and is not considered "audited" or reviewed according to generally accepted auditing standards. This means monthly reports cannot be used to obtain a loan or provided to a financial institution as "audited financials". Monthly Reports will be sent out between the 15th and 20th of the month with the exception of the following months when reports will be issued between the 20th and 25th: January, April, October, and December. The QuickBooks file used by One Stop to create your monthly reports is the sole property of One Stop, unless a QBO file is created where ownership may be transferred. Back up files of QB Desktop will not be provided to clients; however, any and all data through PDF and Excel Reports will be provided. It is the client's responsibility to fully review all emails/reports and notify One Stop of changes. It is the client's responsibility to provide form W9 to One Stop for all vendors. 1099s will not be processed without a legible w9. Clients must review year-end reports and initiate the request for 1099s. Reminders will be sent in early January but it is the client's responsibility to determine and confirm which contractors require a 1099 and authorize One Stop to initiate those submittals. One Stop uses 3rd party software to prepare 1099s and the fee increases as of January 31st (no longer considered "on time"). The data provided to One Stop by the client is what will be used to prepare monthly financial reports and will not be relied upon to disclose errors, fraud, or other illegal acts. It is the client's responsibility to adopt a sound accounting system for the safeguarding of assets, for authorizing transactions, for retaining supporting documentation if audited, and for maintaining internal controls.

It is the client's responsibility to ensure that One Stop has access to all necessary documents including financial transactions, check stubs, bank statements and any cash transactions that may occur. If any bank account or credit card is changed, the client must provide updated access to One Stop in writing (email is acceptable or upload documents to Sharefile) including 1) updated copy of payment type (a \$15 NSF fee may apply for invoices processed with old account information) and 2) email documenting what account number should be used for sales tax or other payments that One Stop will initiate on behalf



ONE STOP CONSULTING SHOP, LLC

Client Engagement Terms and Conditions

Simple, Effective and Affordable Accounting & Tax Solutions

of the client (any penalties assessed due to incorrect account information is the sole responsibility of the client). All clients are provided reminders about deadlines; however, unless the client specifically engages One Stop for a specific service, it is the client's responsibility to ensure their deadlines are met. Clients must retain all original documents and One Stop will return any original documents at the termination of services. The client agrees to waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by One Stop in connection with the performance of any engagement.

For payroll services, it is the client's responsibility to submit hours for payroll with at least 72 hours' notice. Direct deposit must be submitted by 3 PM, 2 business days prior to the pay date. The client is responsible for having funds available in the business bank account to cover any and all related payroll check deposits, direct deposits, tax payments and invoices and is responsible for any related overdraft fees charged by either the payroll service or One Stop. The Client is responsible for any and all payroll liabilities initiated by One Stop on their behalf. The client is responsible for maintaining copies of all W4s, 19s and W9s for their employees and contractors. While One Stop will require this information to set up the payroll system, One Stop does not retain these records. The client (business owner) is required to keep these documents for future reference.

Should a client cancel Payroll Services at the end of the month, the client is responsible for all future tax payments that have accrued during that final month of payroll and would be due the following month and/or quarter. The client is responsible to notify One Stop of any deposit to a bank account that is personal and not considered business income. The client is also responsible to notify One Stop of any personal expenses made from the business bank account and/or credit card and also any business expenses made with personal banking or credit cards so those can be properly accounted for. The client must inform One Stop as soon as any of the following situations occur: 1) purchases of new equipment or assets, 2) Selling of any equipment or assets, 3) opening of new bank accounts or credit cards, 4) Closing of any bank accounts or credit cards and 5) Acceptance of any new liabilities including loans.

Section 2: Taxes

Tax Preparation is a dynamic process that requires on-going communication and dialogue. It's our mission to guide you through the process to ensure accuracy, understanding and compliance. Until all requested documents and back up are provided, a tax return will not be entered into the Queue. There may be several back and forth communications as One Stop makes inquiries, reviews and ensures a thorough analysis of all documents and questions to maximize the client's benefit and reduce the tax liability. A 50% non-refundable deposit may be required towards the preparation of the tax return. Tax returns will not be delivered to clients until the balance due is paid. The deposit is non-refundable because work begins as soon as we have the initial conversation with the client and all information is scanned, reviewed and compiled. The deposit is required to ensure that a client does not "change their mind" if the client does not like the final result of the return. When a tax return is completed, it will be sent to the client using ShareFile (returns will not be emailed unless encrypted). It is the client's



ONE STOP CONSULTING SHOP, LLC

Client Engagement Terms and Conditions

Simple, Effective and Affordable Accounting & Tax Solutions

responsibility to review the return and sign/return the form 8879 (by uploading it to the client portal) that allows e-filing. A return is not accepted by the IRS until that occurs. If a return is not e-filed, the client must mail the return to the IRS and appropriate State authority. It is always recommended to e-file if possible to verify acceptance by the IRS. Requests for extensions of time must be submitted to One Stop with at least 7 days' notice prior to the deadline and a non-refundable deposit is due at this time. One Stop utilizes third-party tax professionals and the client must sign a client release form to have taxes completed. The return will be signed by an Enrolled Agent or CPA (third-party tax preparer) but ultimately each client is still responsible for the accuracy of the return. Should a client decide to use another tax preparation firm, they must sign a release form so One Stop can forward bookkeeping reports to that firm. One Stop will not forward a back-up copy to the Provider and the QuickBooks file that One Stop prepares remains the ownership of One Stop however any detailed reports will be sent. An Accountant's Copy may be sent to another firm as well if requested.

Clients may be asked to show back-up documentation to substantiate deductions and credits and these requests may include, but not be limited to, mileage logs, receipts, bank statements, adoption papers, and any other document required to ensure an accurate and complete tax return. For charitable donations, any cash donation over \$250 requires a written letter from the organization and any "good" donated requires a receipt with the amount (value) and donation description written on the receipt. For substantial donations, it is the client's responsibility to ask One Stop at the time of the donation how to properly document the donation so it can be deductible. For mileage logs, clients must maintain a written log (or if using an "App" the same requirements apply for the report printed) that includes documentation identifying the vehicle and proving ownership or a lease and a daily log showing miles traveled, destination and business purpose. Tax preparation, tax planning, responding to IRS notices and other tax-related engagements are above and beyond the scope of bookkeeping or tax preparation services and require an additional request and agreement for service. These additional services may have additional fees and may require a separate engagement letter.

Tax Return Extension (of time) is NOT an extension for payment. Any tax payment must be submitted by the 15th of the 4th month following a tax year-end (for individual returns). If estimated taxes were not paid and tax is due, penalties and interest may be accrued by the IRS and other taxing authorities. Estimated tax payments are the client's responsibility. Clients must authorize One Stop to make any additional withholdings through payroll OR clients must send payments using vouchers received from their prior year tax return or the IRS online Direct Pay system.

Clients must inform One Stop of all estimated payments made (date and payment) at the time of tax preparation so these payments can be included. Estimated taxes for Partnerships, S-Corps, and Sole Proprietors are to be paid using the client's social security number and through the personal bank account (they are not business taxes) on the 15th of April, June, September and January. These are "flow through" entities. Estimated taxes for C-Corps are due on the 15th of April, June, September and December and are paid using the IRS EFTPS system (this is a requirement for c-corps). These taxes should be paid from the business bank account. If a c-corp has a loss for the year, estimated taxes can be calculated by quarter; however, if taxes were owed in a previous year, then the C-Corp MUST pay 100%



ONE STOP CONSULTING SHOP, LLC

Client Engagement Terms and Conditions

Simple, Effective and Affordable Accounting & Tax Solutions

of what was paid OR if profit is over a 50% increase, then 110% must be paid. There is a separate fee to set up an Installment Agreement with the IRS if taxes are owed however a client can set up an installment agreement themselves directly with the IRS. Clients must send in manual payments to the IRS at least 72 hours before the date the amount is due on a monthly basis until the installment agreement is active by the IRS. The only way a client is made aware that the installment agreement is active is by checking their own bank account for IRS auto-debits. Clients are fully liable for any and all payroll taxes accrued by their company through use of One Stop's payroll system and these fees are paid electronically on the behalf by the established due dates. The Client is responsible for any NSF fees associated with bank issues and the Payroll System (Intuit Online Payroll) may terminate a client's account for excessive NSF situations.

Section 3: Fees

Your monthly invoice may be paid using either ACH or credit card (on either the 1st or 15th). Any change to the account used for monthly invoices must be submitted in writing prior to the start of the next billing cycle (prior to the end of the month). Should a client not provide updated payment information that may cause an NSF, the client will be billed a \$15 NSF fee. All paid fees are non-refundable. To begin services, clients must pay the agreed upon fees to initiate service. Each fee is based on the company's gross revenue (CFO-TO-GO Tier) and will increase as the company becomes more profitable or decrease accordingly in times of challenge. This tier will be evaluated annually in November. Should the fee be within the "Start Up CFO" Tier and the work becomes more detailed and complex than originally established, a \$25 Administrative Fee may be assessed but will not be charged until a discussion takes place. Once a client's workload surpasses their fee structure for 3 consecutive months, they may be promoted to the next tier earlier than the following January 1st. Your first month's invoice covers all set up fees and coordination. Should a client terminate services, bookkeeping will be completed through the prior month of the last paid invoice. For example, if you terminate services on the 15th of August and paid your last invoice on August 1st, then the month of July will be your last month of completed bookkeeping and reports will be sent no later than the 31st of the month in which you cancel services. Tax Planning and responding to IRS and/or State Notices that are not a direct result of any action taken by One Stop, are above and beyond the scope of this engagement and may require an additional fee for questions, research and written responses to IRS correspondence. Clients must provide a copy of the prior year tax return to receive a tax quote (which is subject to change after initial estimate if clients exclude information that changes the scope and complexity of the engagement). After full review, the client will receive a final cost with an engagement letter for the service. Deposits are non-refundable for tax preparation. Clients will be billed for any mailing services and a fee of \$10 per mailing will be charged to the client to your payment form on file. For tax clients, if you do not pick up your original materials, they will be mailed to you by August 1st. If One Stop is engaged to recreate an entire year of bookkeeping and is not provided a copy of the Profit & Loss Statement and Balance Sheet used in the prior year tax return at the time of set up, this may increase future clean up required and will be billed at that time should clean-up be required as a result of not having adequate source documents at the time of set up (for companies with an operational history). One Stop has the right to suspend services or to withdraw from this or any engagement in the event that any of invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, the client agree to



ONE STOP CONSULTING SHOP, LLC

Client Engagement Terms and Conditions

Simple, Effective and Affordable Accounting & Tax Solutions

reimburse One Stop for the costs of collection, including attorneys' fees. If clients have a payment plan for a service already rendered and choose to leave One Stop, the client is still required and responsibility to pay the balance due in full and any payment plan will cease. Any returned items will be charged a service fee that includes the amount billed to One Stop plus a \$5 administrative fee. If One Stop elects to terminate services for nonpayment, or for any other reason provided for in this letter, the engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. Clients will be obligated to compensate One Stop through the date of termination. Clients must compensate One Stop for any involvement and related fees for responding to subpoena, court order or other legal process requiring testimony or the production of documents. Any client with a payment plan must pay the balance due in full should services be terminated. If services have already been rendered and a client terminates future services, all payment plan balances are due in full within 7 days.

Because One Stop was founded on the values of proactive communication and education, we provide many complimentary services to our recurring clients. However, there is a point when the scope of questions and services may go beyond our initial offerings and require additional fees. During initial consultation with One Stop, clients will receive our In-Touch Action Plan to help them be aware of, and in compliance with various business requirements, as well as be aware of important concepts like budgeting, SWOT analysis and business planning. These are meant to be tools for individual business owners to grow and become aware of their strengths, challenges, and where they may need to seek advice and counsel. In no way can One Stop be responsible for the success or failure of any business. Clients are accountable for the decisions they make and understand the scope of One Stop's services include establishing an accounting system, use of QuickBooks, bookkeeping, payroll services, tax preparation and general tax planning to help clients plan for a successful future and reduce tax liability. Should a client need other types of assistance, One Stop will refer them to a trusted business partner. Clients have access to our team of trusted advisors year-round.

One Stop does not charge for simple questions that occur throughout the year as we believe this personal attention and guidance is critical for the success of new businesses. Should a question become more complex in nature, meaning go over 15 minutes of time required to research the answer and requiring a detailed review of information, then a Tax Planning Session (additional fee applies) or QuickBooks Consultation Fee may be required. While One Stop is proactive to inform clients of changes in the law, it is the client's responsibility to inform One Stop when personal or business situations have changed that may affect tax liability. If a client chooses to use an outside Tax Preparer that is not affiliated with One Stop, they waive the ability to receive tax answers throughout the year as that responsibility goes to the accountant/tax preparer preparing the tax return. One Stop will work with any other Tax Preparer a client chooses, however will not document any bookkeeping transactions that are not lawful or that go against our own Code of Ethics. Should a client use a different tax preparer other than that which One Stop provides, the monthly program will include only Bookkeeping and/or Payroll with limited tax guidance. This is because accounting and tax preparation go hand-in-hand and by using a team under one umbrella company, the process becomes seamless and is more efficient. One Stop will provide all reports to other tax preparers but will not provide a copy of the QuickBooks file used to prepare my



ONE STOP CONSULTING SHOP, LLC
Client Engagement Terms and Conditions
Simple, Effective and Affordable Accounting & Tax Solutions

reports as this remains the property of One Stop. Clients must provide notices from any Taxing Authority to One Stop within 72 hours of receipt via email or drop box (text is unacceptable). An untimely delay of forwarding information to One Stop may result in a client's accrual of IRS penalties and interest. One Stop Consulting Shop was created to help our clients understand and improve their accounting and tax situation. Based on the values of proactive communication, area specific expertise and education, we believe every client, regardless of size or revenue, deserves the same level of attention and respect.

We are proud to have served our clients in Florida and across the Country for the past 6 years and look forward to being a part of your team! Welcome aboard!

Client Understanding: I have read, understand, agree, and accept all terms, conditions and requirements of me as a client of One Stop Consulting Shop, LLC and its contractors.

Print Officer Name (Primary Contact): _____

Name of Business: _____

Email Address: _____

Primary Phone: _____

I read, understand, agree, and accept all terms, conditions and requirements of me as a client of One Stop Consulting Shop, LLC and its contractors as stated on this page and throughout this document.

Signature: _____ **Date:** _____