



NCH WEALTH ADVISORS

SMALL BUSINESS TOOLS PACKAGE

SERVICES AGREEMENT

We are pleased to confirm our understanding of the arrangements to act as your Small Business Tools provider, in addition to the other tax related and accounting services we may be providing to you. This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

Small Business Tools Package

- Online access to a virtual computer with QuickBooks Premier
- Online access to payroll processing software
- Scanning & uploading of critical business documents
- Four hours of on-site training
- One month of phone support

Other Disclosures and Agreements

We will use our professional judgment in providing you the services and financial recommendations under this Agreement. We will explain to you the financial risk and uncertainty that go along with any financial recommendations. There are certain inherent risk and factors beyond our control that will affect your investments. We assume no liability for your investments.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may exist. (However, we will inform you of any such matters that come to our attention unless they are clearly inconsequential.)

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which is outside the authority or jurisdiction of a small claims court, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitration proceedings shall be conducted in the American Arbitration Association office in Irvine, California.

From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors unless specifically and in writing by separate agreement hired for that purpose. Accordingly, we suggest that you seek the advice of qualified investment advisors appropriate to each investment being considered. Unless otherwise specifically agreed to in a separate engagement letter or in a written addendum or amendment to this engagement letter signed by the parties, we will not advise you regarding the economic viability or consequences of an investment or whether you should or should not make a particular investment.

The law requires a high level of privacy in the handling of your tax and financial affairs. Federal laws prohibit disclosure of tax returns and return information and also prohibit the use of any tax return information which you provide for any purpose other than the preparation of the tax return(s) that such information was provided to prepare. By signing this document, you affirm full knowledge of your rights in these matters, and give your permission to utilize the tax return information which you furnish us to provide you with the ancillary services that are an integral part of the total services covered in this agreement. Beyond the specific purpose of providing the ancillary services associated with this agreement to you, no tax return information will be



NCH WEALTH ADVISORS

SMALL BUSINESS TOOLS PACKAGE

disclosed to any person or for any purpose not specifically allowed by law or by subsequent written approval by you.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement letter.

In accordance with the Graham, Leach, Bliley Act of 1999, it is our policy to handle the information you provide us with the utmost confidentiality and care. Your information will only be shared with the members of our firm who need to know this information in order to complete the job that you have hired our firm to do. We will not disclose your personal and confidential information to anyone outside our firm without your expressed written permission to do so. You should have every confidence that the information you provide us will be held in the strictest of confidence.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to you. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these devices during this engagement.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing information to a third party.

It is our policy to keep records related to this engagement for four years after which they are destroyed. However, as we neither accept nor keep any original client records, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you and us.

In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm have discussed and have agreed on fair allocation of risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fees for services rendered under this agreement. The client and the accounting firm intend and agree that the limitation apply to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omission the one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this



NCH WEALTH ADVISORS

SMALL BUSINESS TOOLS PACKAGE

engagement letter. California law will control our agreement and services, without concern for any conflicts of law rules of any other states. Any legal action or arbitration related to this Agreement shall be in Orange County, California, and the prevailing party in any action shall be entitled to recover attorney's fees and costs.

Fees and Payments

The fee for our Small Business Management Tools Package is \$150.00 per month. In addition, you agree to reimburse us for our costs of collection, if they become necessary. You authorize us to charge the fee to your credit card on a monthly basis, for as long as this Agreement is in effect. Either of us may terminate this agreement at any time by giving the other party 30-days written notice. In the event that payment is not made as agreed, a service charge of 1.5% per month will be added to all past due amounts. In addition, you agree to reimburse us for our costs of collection, if they become necessary.

Signatures

We appreciate the opportunity to serve you. Please sign and date the last page of this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed engagement letter and the associated pre-payment requirements. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

Sincerely,
NCH Wealth Advisors, Inc.

SERVICES AGREEMENT

(Please complete and return all pages.)

I have read the above terms of this Services Agreement and Authorize the Credit Card transactions indicated on this page.

Print Your Name

Signature

Date

Print Company Name