



ENGAGEMENT LETTER

Date: 11/11/2020
Client: Vistro Inc

Dear Luis:

We appreciate the opportunity to provide monthly bookkeeping services to Vistro Inc ("Client").

This Engagement Letter and Service Agreement ("Agreement") is to confirm our understanding of the terms and objectives of our engagement, as well as the nature and limitations of the services to be provided.

Engagement

J2Bookkeeping has been engaged to provide bookkeeping cleanup and monthly bookkeeping services. The following tasks will be completed starting on the date this engagement letter is fully executed.

Bookkeeping Cleanup

- Establish proper beginning balances as of 1/1/2020
- Resolve all bookkeeping issues and bring the books current through 10/31/2020

Monthly Bookkeeping:

- Ensure a correct Chart of Accounts
- Custom Reporting
- Entry and classification of all financial transactions
- Video review and explanation of financial reports
- Bank and credit card account reconciliations
 - Number of Bank Accounts: 2
 - Credit Card Accounts: 2
 - Other Accounts (PayPal, Etc.): 0
- Preparation of financial reports, including Profit & Loss and Balance Sheet

Annual Tasks

- Preparation and filing of 1099s as necessary (additional cost of \$10 per 1099 for e-filing fees)

These services will be completed within **15** days of receiving all required information for the period.



This Agreement **does not** include services that might be needed that do not relate to the normal operation of the business, such as the acquisition or sale of major assets, income modeling or forecasting, tax return preparation and filing, setup of new employees, employee terminations, employment verification, resending W-2s, correcting 1099s, reviewing and responding to IRS or state tax notices, property tax filings, and governmental agency audits. These services will be billed at a rate to be agreed upon when the need for specific services arises.

Documents and Information Required

It is your responsibility to provide all the documents and information required for the preparation of your financial reports. You agree that effective communication can only occur if you give **J2Bookkeeping** efficient and unrestricted access to your financial documents, records, and information and if you are responsive to questions, we ask about the information you provide.

To complete the services described herein, **J2Bookkeeping** must obtain the following documents (this list may not be all inclusive). If these documents are not provided in a timely manner, delays can occur in the delivery of services. The required documents include:

- Bank and credit card statements for the period. We require read-only online access to all accounts.
- Verification documents for all bank deposits, i.e. deposit slips, invoices, cash register receipts, or summaries of sales and deposits.
- Online access to the payroll processing service account.
- Receipts for business-related purchases paid with cash register funds and/or petty cash funds.
- Receipts for business-related purchases paid with personal funds.
- A listing of accounts receivable and accounts payable.
- Copies of purchase and lease agreements for the acquisition and sale of major assets.
- Copies of loan, mortgage, line of credit, and other finance documents for reporting of liabilities.

Please note that other documents may be required during the course of this engagement.

You should retain all documents and all other material data that form the basis of your financial information. You also represent and agree that you are sole custodian of the original documents and data. Your original documents and data comprise the backup and support for your financial reports and tax filings. Our records and files are our property and not a substitute for your own records. Our firm destroys client files after a retention period of seven (7) years, after which time these items will no longer be available. Also, catastrophic events or physical deterioration may result in our records being unavailable.



In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Fees

J2Bookkeeping's fee for the bookkeeping cleanup services listed in this Agreement is **\$1,500** with \$1,000 due upon execution of this agreement, \$500 due when the clean up is completed.

J2Bookkeeping's fee for the monthly bookkeeping services listed in this Agreement is **\$375** per month.

J2Bookkeeping will process a payment via the ACH authorization on file on the 1st of every month for that month's services, as authorized in the attached ACH Authorization Form.

Client acknowledges and agrees that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this Agreement. The client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the client's failure to pay on a timely basis, **J2Bookkeeping** shall not be liable for any damages that occur as a result of ceasing to render services.

Scope and Limitations

We may provide reports which contain portions of financial information. These reports are limited to information that are the representations of management. We will make no attempt to adjust the records to reflect generally accepted accounting principles (GAAP). We will not provide any financial statements other than those reports which are used for internal management purposes and tax purposes. These reports are not intended for third-party use.

We will not perform any compilation, review, or audit of any of the financial information. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft, and therefore, have not included any procedures designed or intended to discover such acts. You agree we have no responsibility to do so.

We do not at any time provide legal services of any type.



Termination of Engagement

Either party may terminate this relationship with thirty (30) days written notice to the other, including email notification, provided that such notice has been received.

During the 30-day termination period, projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

Limit of Liability

Client hereby agrees that **J2Bookkeeping** or **Jimmie Needles'** total liability for any breach of this Agreement, for any failure to perform any term of this Agreement, for any claims relating to or arising out of its performance of this Agreement, and for its own ordinary negligence in any aspect of its relationship with Client, regardless of form of action, shall be limited to the most recent monthly amount billed for services agreed to hereunder as its exclusive remedy. Client agrees that it shall not make any claim against **J2Bookkeeping** or **Jimmie Needles** beyond such amount of monthly account, and **J2Bookkeeping** and Jimmie Needles may rely on this paragraph as a complete bar to any such claim.

More specifically, Client agrees that **J2Bookkeeping** and **Jimmie Needles** are not, and shall not be deemed to be, liable for any losses resulting from advice provided by them or either of them, or from work done by them, or for loss of profits of Client or of any other party which may flow therefrom, whether it be direct or incidental, whether or not they have been advised of the possibility of such damages, and Client acknowledges and agrees to the same hereto.

Neither party may bring any action arising out of the services described in this Agreement, regardless of form, more than one year after the date of the last services provided.



Indemnification

As an additional consideration for **J2Bookkeeping** to provide Client these services, Client agrees to release, indemnify, defend, and hold harmless **J2Bookkeeping**, its partners, officers, directors, members, employees, and agents from and against any and all claims, demands, suits, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or in connection with any known misrepresentations or fraud participated in by management or any employees of Client, or such errors resulting from incomplete or inaccurate information provided by management or any employees of Client, and such indemnity shall not be limited to the term of this Agreement but shall be ongoing even after its termination.

Governing Law

J2Bookkeeping and Client both agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at **J2Bookkeeping's** office located in **Comal County, TX, USA** and **Comal County, Texas, USA** shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of **TEXAS**.



Complete Agreement

This Agreement is contractual in nature and includes all relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties.

Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

This Agreement is fully and voluntarily entered into by both parties. Each party states that he, she, or it has read this Agreement, has obtained advice of counsel if he, she, or it so desired, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this Agreement in the space provided and return the original signed Agreement to me, keeping a fully-executed copy for your records.

Acknowledged and Accepted:

Submitted By:

Luis Villalobos

Jimmie Needles

Signed on Behalf of Client

Signed on Behalf of J2Bookkeeping

Luis Villalobos

Jimmie Needles

Print Name

Print Name

CEO & President

Owner

Title

Title

11 / 11 / 2020

11 / 11 / 2020

Date

Date

Date



ACH Payment Authorization Form

I authorize J2Bookkeeping / Jimmie Needles to electronically debit my bank account according to the terms outlined below. I acknowledge that electronic debits against my account must comply with United States law.

Terms of billing

Monthly fees for accounting services in the amount of \$375 will be debited on the **1st of each month**. A one-time debit of \$1,000 will be withdrawn when this form is executed and received per the engagement agreement.

Customer bank account information:

123103716

139103416394

Routing Number

Account Number

Luis Villalobos

720-366-3624

Name on Account

Account Phone Number

Account type: Checking Savings
 Consumer Business

This payment authorization is to remain in effect until I, Luis Villalobos, notify **J2Bookkeeping / Jimmie Needles** of its cancellation by giving written notice (via email to: **support@j2bookkeeping.com**) in enough time for **J2Bookkeeping** and the receiving financial institution to have a reasonable opportunity to act on it. I further agree to notify **J2Bookkeeping** in writing of any changes in my account information **at least 15 days before** the next billing date. If the 1st of the month falls on a weekend or holiday, I understand that payment may be executed on the next business day. I certify that I am authorized on the bank account listed above and will not dispute these scheduled transactions, so long as the transactions correspond to the terms indicated in this authorization form.

Luis Villalobos

Vistro, Inc

11 / 11 / 2020

Customer Signature



Company Name

Date

Signature Certificate

Document Ref.: RSKZS-ERNDV-9AUTK-HL2QQ

Document signed by:

	Jimmie Needles Verified E-mail: jimmie@j2bookkeeping.com	<i>Jimmie Needles</i>
IP: 45.23.251.28 Date: 12 Nov 2020 00:41:22 UTC		

	Luis Villalobos Verified E-mail: luis@vistrodessign.com	<i>Luis Villalobos</i>
IP: 73.14.147.123 Date: 12 Nov 2020 02:03:39 UTC		

Document completed by all parties on:
12 Nov 2020 02:03:39 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

