ACERTUS FINANCIAL & INSURANCE SERVICES LLC

Strategic Business Advisory & Insurance Solutions

Ronan, Montana

ENGAGEMENT LETTER BUSINESS STRUCTURE & TAX-EFFICIENCY REVIEW

Date: ____________________

Client Name: ______________________________

Business Name: ___________________________

Mailing Address: ____

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Phone: ____________________________ **Email:** ________________________ __________

Dear ___________,

Thank you for choosing Acertus Financial & Insurance Services LLC ("Acertus") as your strategic business advisor. We sincerely appreciate the trust you are placing in us, and we look forward to working alongside you to strengthen your business.

This Engagement Letter outlines the terms and scope of our **Business Structure & Tax-Efficiency Review.** The purpose of this engagement is to provide you with a comprehensive assessment of your current business structure, identify opportunities for improved tax efficiency, and deliver clear, prioritized recommendations — all coordinated with your existing professional team. Please review the following terms carefully before signing.

1. SCOPE OF SERVICES

Under this engagement, Acertus will conduct a Business Structure & Tax-Efficiency Review, which includes the following services:

1.1 Entity Structure Analysis. A thorough review of your current business entity structure (LLC, S-Corporation, sole proprietorship, partnership, or other) to determine whether the existing formation aligns with your operational goals and long-term plans.

1.2 Tax-Efficiency Opportunity Review. Identification of potential tax-efficiency opportunities within your current structure, including but not limited to income classification, deduction optimization, and entity election considerations.

1.3 Liability Exposure & Asset Protection Assessment. A review of your current liability exposure and an assessment of asset protection considerations related to your business structure.

1.4 Retirement Plan Integration. Evaluation of retirement plan integration opportunities that may be available based on your business structure and financial situation.

1.5 Key-Person & Business Continuation Insurance Review. A review of key-person insurance needs and business continuation or succession planning insurance considerations.

1.6 Entity Restructuring Recommendations. Where appropriate, recommendations for entity restructuring, formation changes, or operational adjustments that may benefit your business.

1.7 Professional Coordination. Coordination with your CPA, attorney, and/or other licensed professionals to facilitate the implementation of agreed-upon recommendations.

2. WHAT THIS ENGAGEMENT IS NOT

It is important that you understand the boundaries of this engagement. Please review the following carefully:

2.1 Not Legal Advice. Acertus does not provide legal advice. Any recommendations involving legal matters — including but not limited to entity formation, operating agreements, or contract modifications — will be referred to a licensed attorney for review and implementation.

2.2 Not Tax Preparation or Accounting Services. Acertus does not prepare tax returns, maintain financial records, or provide accounting services. All tax-related recommendations will be coordinated with and implemented through your licensed CPA or tax professional.

2.3 Strategic Advisor Role. Acertus serves as a strategic advisor and coordinator. We identify opportunities, develop recommendations, and facilitate collaboration among your professional team. We do not replace your CPA, attorney, or any other licensed professional.

2.4 No Investment Advice. No investment advice, securities recommendations, or portfolio management services are provided under this engagement.

3. CLIENT RESPONSIBILITIES

To ensure a thorough and accurate review, the Client agrees to provide the following in a timely manner:

3.1 Current business formation documents (articles of organization, operating agreements, bylaws, partnership agreements, etc.).

3.2 Federal and state tax returns for the most recent two to three (2–3) years, for both the business entity and, where relevant, personal returns.

3.3 Copies of all current insurance policies related to the business (general liability, professional liability, property, key-person, etc.).

3.4 Financial statements, profit-and-loss summaries, or balance sheets for the most recent two to three (2–3) years.

3.5 Honest and complete responses to the Acertus Discovery Questionnaire, which will be provided at the start of the engagement.

3.6 Contact information for the Client's CPA, attorney, and any other relevant professionals, as needed for coordination.

4. TIMELINE & PROCESS

The engagement will proceed through the following phases:

Phase	Description	Estimated Timeline
Phase 1: Discovery	Completion of the Discovery Questionnaire and initial consultation meeting to discuss your business, goals, and concerns.	Week 1
Phase 2: Analysis	Comprehensive review and analysis of all documents, financial information, and current structure.	Weeks 2–4 (approximately 2–3 weeks)
Phase 3: Presentation	Presentation of findings and recommendations in a scheduled meeting with the Client.	Week 4–5
Phase 4: Implementation	Coordination with the Client's CPA, attorney, and other professionals to support implementation of agreed-upon recommendations.	Ongoing, as needed

Timelines are estimates and may vary based on the complexity of the Client's business and the availability of requested documents.

5. DELIVERABLES

Upon completion of the analysis phase, the Client will receive the following:

5.1 Written Summary of Findings. A clear, written report summarizing the current state of the Client's business structure, identified strengths, and areas for improvement.

5.2 Prioritized Recommendations. A list of prioritized recommendations, each accompanied by clear action steps and the professional(s) best suited to assist with implementation.

5.3 Professional Referrals. Where applicable, referrals to qualified CPAs, attorneys, or other licensed professionals to support implementation.

5.4 Follow-Up Consultation. One follow-up consultation (included in the engagement fee) to review implementation progress, answer questions, and adjust recommendations as needed.

6. FEES & PAYMENT TERMS

6.1 Engagement Fee. The fee for the Business Structure & Tax-Efficiency Review is outlined in the separate Pricing Sheet provided to the Client. The Pricing Sheet is incorporated by reference into this Engagement Letter.

6.2 Payment Due. Payment is due upon execution of this Engagement Letter, unless otherwise agreed in writing. The engagement will commence upon receipt of payment and all required documents.

6.3 Accepted Payment Methods. Acertus accepts payment by check, bank transfer (ACH), or credit/debit card. Specific payment instructions will be provided upon request.

6.4 Additional Services. Any services requested by the Client that fall outside the scope defined in Section 1 will be quoted separately and agreed upon in writing before work begins.

7. CONFIDENTIALITY

7.1 Acertus will treat all information, documents, and materials provided by the Client as strictly confidential. No Client information will be disclosed to any third party without the Client's prior written consent, except as required by law or as necessary to fulfill the services described in this engagement (e.g., coordination with the Client's CPA or attorney at the Client's direction).

7.2 This confidentiality obligation shall survive the termination or expiration of this engagement.

8. LIMITATION OF LIABILITY

8.1 Acertus provides strategic advisory recommendations based on the information provided by the Client. Acertus does not guarantee specific financial, tax, or legal outcomes. All recommendations are advisory in nature and are subject to review and implementation by the Client's licensed professionals.

8.2 Acertus shall not be held liable for any losses, damages, or adverse outcomes resulting from (a) the Client's decision to implement or not implement any recommendation; (b) actions taken by third-party professionals (CPAs, attorneys, etc.) in connection with the implementation of recommendations; or (c) inaccurate, incomplete, or untimely information provided by the Client.

8.3 In no event shall the total liability of Acertus under this engagement exceed the total fees paid by the Client for the services described herein.

9. TERM & TERMINATION

9.1 Term. This engagement shall commence on the Effective Date (as defined below) and shall continue until all deliverables have been provided and the follow-up consultation has been completed, unless terminated earlier in accordance with this section.

9.2 Termination by Either Party. Either party may terminate this engagement at any time by providing written notice to the other party. Written notice may be delivered by email, mail, or hand delivery.

9.3 Fees Upon Termination. In the event of termination, the Client remains responsible for payment for all work completed through the date of termination. If the engagement fee has been paid in full and work has not been completed, Acertus will provide a pro-rated refund based on the percentage of work completed at the time of termination.

10. GENERAL PROVISIONS

10.1 Governing Law. This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Montana.

10.2 Entire Agreement. This Engagement Letter, together with the referenced Pricing Sheet, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior discussions, representations, or agreements, whether written or oral.

10.3 Amendments. No amendment or modification of this Engagement Letter shall be valid unless made in writing and signed by both parties.

10.4 Severability. If any provision of this Engagement Letter is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11. SIGNATURES

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions set forth in this Engagement Letter.

CLIENT	**ADVISOR**
Signature:	Signature:
Printed Name:	Printed Name: Luke T. Bentz
Title:	Title: Owner & Financial Professional
Date:	Date:

Effective Date. This Engagement Letter shall become effective on the date on which it has been signed by both the Client and the Advisor (the "**Effective Date**"). If signed on different dates, the Effective Date shall be the latter of the two dates.
