

Driver Name: _____ Truck Number: _____ CEL Taken By: _____



CLIENT ENGAGEMENT LETTER

The purpose of this letter is to confirm the understanding that the undersigned (Client) has engaged ATBS to provide Business Services. ATBS Business Services include: Budgeting, Bookkeeping, Monthly Income Statements, Quarterly Estimated Tax Vouchers, State and Federal Tax Preparation and Business Consulting.

ATBS standard fees for providing Business Services will be based on our normal operating procedures. Standard fees will be paid to ATBS by the Client beginning with the month of engagement. If Client's fees have been paid through a Dealer for a specified term, after the expiration of this initial term, the Client will be responsible for paying ATBS's standard fees directly. If any additional work is required on Client's behalf, ATBS will notify and collect direct from Client additional fees as specified in ATBS's current rate schedule. If Client is paying ATBS through an arrangement with the company the Client is leased to, through an arrangement with a finance company, through an arrangement with a dealer, or through any other arrangement, ATBS has no responsibility for the funds collected until those funds are remitted to ATBS. ATBS will continue to provide Business Services until Client notifies ATBS in writing that Client no longer needs ATBS's Business Services. ATBS can cancel service at any time for non-payment of fees. Client will ensure full payment of fees prior to Client receiving final tax returns. If ATBS service is cancelled, ATBS reserves the right to retain any and all funds paid to ATBS for sign-up, setup, marketing expense, ongoing work relating to Client, enterprise expenses, etc.

ATBS will use its' judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and what seem to be other supportable positions. ATBS will resolve such questions in Client's favor whenever possible.

Client represents that the information provided to ATBS is accurate and complete to the best of Client's knowledge. ATBS will review the information and supporting documentation and may ask for additional information or clarification of certain items. For most expenses, the law specifically requires that any deductions must be substantiated by records indicating the amount, time, and place as well as the business purpose of the expense.

Client agrees to allow ATBS to gather settlement, tax and any other relevant information from the company for whom the Client drives. In addition, Client agrees to allow (a) ATBS to share monthly operating statements and any other financial or other relevant data regarding the Client with the company for whom the Client drives and the lender that finances Client's equipment and (b) the lender that finances Client's equipment to share information with ATBS regarding the equipment payment terms and any other financial or other relevant credit information regarding the equipment and/or inventory financed by such equipment lender.

ATBS may at its option for any reason automatically file for an extension on behalf of Client to extend the tax return filing deadline. If Client has not provided all documentation necessary by January 31 for the preceding tax year, ATBS will most likely file an extension on behalf of Client.

The Client is reminded that the law imposes a penalty if a taxpayer makes a substantial understatement of tax liability. The Client is ultimately responsible for the tax returns and therefore, should review them carefully before signing and filing them.

Should Client's returns be selected for examination by any taxing authority, ATBS will be able to provide representation for the Client before that authority and prepare any refund claims or protests that may be necessary to obtain a final determination of Client's income tax liability. Client will be billed at ATBS's standard rates, plus out of pocket expense for these services.

Client agrees that ATBS's liability for damages under this agreement, regardless of the form of action, shall not exceed the total amount paid for the services described herein. This shall be Client's exclusive remedy. This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the state of Colorado.

ATBS will maintain all client information related to this engagement that we, in our sole professional judgment, determine is necessary for the conduct of this engagement. All original paperwork submitted by the client will be converted to electronic images and saved in a secure system folder. Originals will then be destroyed. At any time during this engagement and up to one year after the engagement ends, you may request copies of any electronic images. ATBS reserves the right to charge a fee for this service. After the engagement ends, meaning the date of our last bill for services, we will maintain or destroy files in accordance with our then-existing records retention policy.

This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by ATBS. The parties agree that fax signatures are legally binding in accordance with this Agreement.

If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions

AGREED TO AND ACCEPTED: The foregoing is in accordance with Client's understanding of ATBS's engagement to provide Business Services. By providing information to ATBS, you accept the terms of our engagement outlined in this letter. **ATBS appreciates this opportunity to serve you.**

BY: _____ DATE: _____
(Client Signature) *(PRINT: Client Name)*

MAILING ADDRESS: _____
(Street Address) *(City)* *(State)* *(Zip)*

HOME PHONE: (____) _____ CELL PHONE: (____) _____ SSN: _____
(Social Security Number)

CARRIER: _____ FINANCE COMPANY: _____ TRUCK#: _____ DRIVER ID: _____
(Fleet or Carrier Name)

Please circle one > LEASE or OWN < E-Mail: _____ Referred By: ATBS Website

TO BEGIN BENEFITING FROM ATBS' SERVICES, PLEASE COMPLETE THIS FORM & FAX TO: 888-207-1425