



SERVICES AGREEMENT

This Bookkeeping, Payroll & QuickBooks Services Agreement ("Agreement") is made and entered into on <DATE> by and between:

Pederson Consulting LLC, an S Corporation dba F Pederson Consulting LLC (hereafter referred to as "Pederson Consulting LLC"), with a mailing address of 311 S 4th Street, STE 113, Grand Forks, State of North Dakota,

AND

Whereas the Client and Pederson Consulting LLC, an S Corporation ("Parties") agree to the following terms and conditions for Pederson Consulting LLC, as an independent contractor, in exchange for fees:

I. Services. Pederson Consulting LLC agrees to provide the following services:

Bookkeeping

- ❖ Accounts Payable with Bill Payment
- ❖ Accounts Receivable
- ❖ Monthly Bank Reconciliation
- ❖ Prepare Monthly/Quarterly/Annual Management Financial Reports from QuickBooks as Requested

Payroll Services

- ❖ Weekly/Biweekly/Semimonthly/Monthly Payroll Services with Direct Deposit
- ❖ Federal (Form 941, 940, 1099 & W2) & State (State Withholding, Unemployment & Workforce Safety & Insurance, etc.) Payroll Tax Filing

QuickBooks Certified ProAdvisor Consulting Services

- ❖ QuickBooks Desktop Setup and Online Setup & Support
- ❖ QuickBooks Desktop and Online Payroll Setup & Support
- ❖ QuickBooks Telephone Support
- ❖ QuickBooks On Site & Online Support
- ❖ QuickBooks Training
- ❖ QuickBooks Time Setup & Support
- ❖ QuickBooks Enterprise Solutions

Additional QuickBooks Information

QuickBooks ProAdvisor Discount – Pederson Consulting LLC extends its QuickBooks ProAdvisor discount to the Client for eligible QuickBooks Online and QuickBooks Payroll subscriptions when enrolled through the firm's wholesale billing program. This allows the Client to receive discounted rates as long as the subscription remains under Pederson Consulting LLC's management. Fees are billed directly to your preferred form of payment.

The selections shall be referred to as the "Services". Pederson Consulting LLC shall conduct the Services within the specifications and guidelines set by the Client. Pederson Consulting LLC shall, at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing their Services in accordance with this Agreement.

II. Fees. The Client agrees to pay Pederson Consulting LLC:

Per Hour.

- ❖ \$125/hour - Bookkeeping & Payroll Services
- ❖ \$150/hour - QuickBooks Services
- ❖ \$150/hour - Tax Organizer & Year-End Planning Services (Tax organizer preparation and year-end planning services are billed separately due to their seasonal nature and the additional time commitment required outside standard bookkeeping hours.)

Expenses. In addition to the Fees provided in Section II, the Client agrees to reimburse Pederson Consulting LLC for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, audit fees, tax fees, and postage.

QuickBooks Desktop Payroll Subscription Fee – In 2025, Intuit implemented a substantial price increase for the QuickBooks Desktop Payroll subscription used to manage client payroll. Pederson Consulting LLC successfully negotiated a temporary discount for 2025 and has chosen to pass only a portion of this cost to clients. The annual fee in 2025 is \$50 and will be added to your first bill. This fee will increase to \$100 annually starting in 2026 to reflect the full cost of the subscription.

III. Payment Terms. The Client shall pay Pederson Consulting LLC:

- ❖ **Terms – Payment is due within 10 days from the invoice date. A late fee of \$25.00 may be assessed on any balance not paid within 15 days. Continued late payments may result in suspension of services until the account is current. (This fee is intended to recover administrative costs associated with late payments and is not considered interest)**

Accepted Payment Methods – Cash, check (a \$50.00 fee applies to any dishonored payments), Visa, Mastercard, Discover, American Express, Venmo, and electronic check.

Automatic Payments – Clients may choose to enroll in automatic payments, allowing invoices to be paid automatically using the preferred payment method on file. To enroll, please notify Pederson Consulting LLC in writing.

IV. Retainer. The Client shall: (check one and initial) (New or NSF Clients Only)

_____ ☐ Pay a Retainer in the amount of \$ _____. This amount shall act as an advance payment for services provided by Pederson Consulting LLC. The retainer may be applied toward outstanding balances or future services. Refunds of unused retainer amounts are at the sole discretion of Pederson Consulting LLC.
Pederson Consulting LLC reserves the right to require a retainer from Clients with a history of repeated or extended late payments in order to continue services.

V. Term. The Term of this Agreement shall be:

Ongoing Period. The arrangement of the Services provided by Pederson Consulting LLC shall be on-going beginning on _____.

VI. Termination. This Agreement shall be: (check and initial)

☐ - **Terminated by Both Parties.** By providing the other party at least 30 days' written notice.

Unless Pederson Consulting LLC has not performed the Services in accordance with this Agreement, the Client shall pay Pederson Consulting LLC, in-full, for any remaining balance owed following the termination of Services.

VII. Client's Obligations. The Client shall be solely responsible for providing Pederson Consulting LLC all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of

financial information supplied to Pederson Consulting LLC is the sole responsibility of the Client and Pederson Consulting LLC shall be held harmless from any liability resulting from the accuracy of the financial information provided.

VIII. Employment Status. The Parties agree that Pederson Consulting LLC shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker. As an independent contractor, Pederson Consulting LLC shall be required to follow all requirements in accordance with the Internal Revenue Code which includes, and is not limited to, payment of all taxes levied for fees collected by the Client for payment of their employees, agents, brokers, and subcontractors. Pederson Consulting LLC understands that the Client shall in no way withhold any amounts for payment of any taxes from Pederson Consulting LLC's accumulated fees for Services.

IX. Confidentiality. Pederson Consulting LLC, shall in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by Pederson Consulting LLC hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. Pederson Consulting LLC agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the Client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement. By signing this Agreement, you the Client, authorize me, Pederson Consulting LLC to release financial, tax documents & confidential information to:

Widmer Roel CPAs Initial Here: _____

If you would like to authorize a different CPA or firm, please provide their name here:

Authorized CPA/Firm: _____

X. Assignment. Pederson Consulting LLC shall have no rights to assign any of their rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by Pederson Consulting LLC to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

XI. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, or e-mail during the receiving party's regular business hours.

XII. Governing Law. This Agreement shall be construed in accordance with and governed by Federal laws and those located in the State of North Dakota and Minnesota.

XIII. Dispute Resolution. All disputes under this Agreement shall be settled by arbitration in the State of governing law before a single arbitrator pursuant to the commercial law rules of the American Arbitrator Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

XIV. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

XV. Limitation of Liability. In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to business interruption, loss of data, unauthorized access to information, or loss of profits, even if advised of the possibility of such damages.

Pederson Consulting LLC's total liability for any claim arising out of or related to this Agreement shall not exceed the total fees paid by the Client during the period immediately preceding the event giving rise to the claim, or the limits of Pederson Consulting LLC's professional liability (errors and omissions) insurance policy, whichever is greater. This limitation of liability shall not apply in cases where either party engages in gross negligence, willful misconduct, or fraud.

XVI. Indemnification. Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly out of or related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or agents.

XVII. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

XVIII. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor

shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

XIX. Ownership of QuickBooks Data File.

Pederson Consulting LLC retains full ownership and control over the QuickBooks data file created, maintained, or utilized during the course of services under this Agreement. The Client may request reports or a data conversion to QuickBooks Online for an additional fee, but the original QuickBooks Desktop data file remains the property of Pederson Consulting LLC.

XX. Data Security, Document Retention, and Privacy Statement.

All records maintained by Pederson Consulting LLC are stored electronically with multi-level security measures in place to protect sensitive financial and personal information. Financial documents, reports, and data are available to the Client upon request. Pederson Consulting LLC is committed to maintaining the confidentiality and security of all client data and adheres to applicable data privacy standards, including those required by the Internal Revenue Service for tax professionals.

XXI. Electronic Filing & Delivery Authorization

Pederson Consulting LLC is an authorized IRS e-file provider. By signing this agreement, the Client acknowledges and authorizes Pederson Consulting LLC to electronically file and pay applicable federal and state payroll tax returns and other compliance documents on their behalf.

The Client will be required to sign IRS Form 8655 (Reporting Agent Authorization) to grant permission for Pederson Consulting LLC to make electronic filings and tax payments. No payroll-related filings or payments will be submitted without proper authorization.

Pederson Consulting LLC may also deliver payroll forms, tax documents, and related filings electronically via secure methods, including encrypted email or a secure client portal. Clients are responsible for saving and maintaining their own copies of submitted documents unless a separate written record retention agreement is established.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

Pederson Consulting LLC

Signature: _____

Date: _____

Signature: _____

Date: _____