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(Insert Date)

**(INSERT FULL NAME)**

**ENGAGEMENT LETTER: CARES ACT — ASSISTANCE WITH PAYCHECK PROTECTION PROGRAM**

Dear (Insert First Name)

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Please read this letter carefully as it is important to both CBM and the entities listed below that you understand and accept the terms under which we have agreed to perform our services, as well as management’s responsibilities under this agreement. This agreement is between CBM and the following entities:

(Entities Here)

The above list will be referred to as ‘the entities’ for the purposes of this letter.

**Services**

It is our understanding that the entities have applied for a loan under the Paycheck Protection Program (“Program”) through the Coronavirus, Aid, Relief and Economic Security (CARES) Act that is administered by the U.S. Small Business Administration (“SBA”). You have asked for our firm’s assistance to help you gather and complete the financial and tax information and other documents that may be necessary as part of the Program’s application and potential loan forgiveness process.

The entities agree to provide us with all information material to your business that we deem necessary in connection with the performance of these services and for purposes of potential loan forgiveness, such documentation deemed necessary by the lender to consider forgiveness including, but not limited to, (1) payroll tax filings reported to the Internal Revenue Service; (2) state income, payroll, and unemployment insurance filings; and (3) financial statements or other documentation verifying payment on debt obligations incurred prior to the loan as defined by the CARES Act and the regulations thereunder.

Our services under the terms of this agreement will be performed based on our professional judgment given the facts provided to us and the COVID-19 relief provisions as currently promulgated under the CARES Act. Subsequent developments changing the facts provided to us, or differences in the final guidance and regulations once they are issued, may affect the advice previously provided. These effects may be material.



It is our understanding that management has designated qualified individuals with suitable skills, knowledge and/or experience, preferably within senior management, to be responsible and accountable for overseeing any bookkeeping, tax or other services performed as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

By your signature below, you represent and warrant to Councilor, Buchanan & Mitchell, P.C. that all information provided to us will be accurate and complete to the best of your knowledge; and agree that our firm will be able to rely, without independent verification, on the accuracy and completeness of the information provided. As our services are limited in nature, our engagement cannot be relied on to disclose errors, fraud, or noncompliance with laws and regulations that may exist.

Any work product prepared by us is intended solely for your use in submitting your application to SBA under the terms of this agreement. As such, you agree not to distribute our work to any other parties, for any other purpose.

Further, the entities understand and acknowledge that our firm will not be rendering any legal advice as part of this engagement. As such, you should engage separate legal counsel to assist as appropriate in addressing any legal issues that may arise.

### **Engagement Administration, Fees, and Other**

Because of the importance of oral and written management representations to the effective performance of our services, the entity releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

In accordance with the confidentiality rules under §7216 of the Internal Revenue Code, we will require your specific written consent to disclose any tax return information to the SBA and/or Bank, who is considered a third party under these rules. As such, we ask that you sign and return both the copy of this engagement letter and the attached consent.

We will charge at our standard hourly rates for this engagement. You will also be billed for travel and other out-of-pocket costs. Pricing for our services considers the nature of the engagement, including its difficulty and size, the degree of skill required, the experience and ability of personnel assigned, time limitations imposed on us by you or others, the value of the services, and the level of cooperation by you and the assumption that unexpected circumstances will not be encountered during the review. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered each month as work progresses and are due and payable within thirty (30) days. In accordance with our firm's policies, work may be suspended if your account becomes thirty days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, 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 or communication of email transmissions, or for the unauthorized use or failed delivery 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 sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep records related to this engagement for seven (7) years. However, Councilor, Buchanan & Mitchell, P.C. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You acknowledge and agree that upon the expiration of the seven-year period, Councilor, Buchanan & Mitchell, P.C. shall be free to destroy our records related to this engagement.

If any dispute (other than fee) arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

If the foregoing is acceptable to you, please sign the original copy of this letter and the attached client consent where indicated and return to us in the enclosed envelope.

Sincerely,

*Councilor, Buchanan & Mitchell, P.C.*

COUNCILOR, BUCHANAN & MITCHELL, P.C.

ACCEPTED: This letter correctly sets forth the understanding of  
**LOAN FORGIVENESS APPLICATION ASSISTANCE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title (print)