This agreement is to confirm and specify the terms of my engagement and to clarify the nature and extent of the services I will provide and our obligations toward each other. In order to ensure an understanding of our mutual responsibilities, I ask all clients for whom accounting and bookkeeping services are performed to confirm the following arrangements.

I will provide accounting and bookkeeping services as requested and compile your company books from information which you will furnish to me. Please note that while I will retain primary responsibility for your accounting and bookkeeping work, I may assign portions of the work to other staff members or contractors based on their expertise.

I will not audit nor otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. I will render such accounting and bookkeeping assistance as determined to be necessary for the preparation of the income tax return. My work to compile your income and expenses in support of the tax return preparation does not include any procedures designed to discover defalcations or other irregularities, should any exist.

It is your responsibility to provide all the information required for the preparation of complete and accurate financial data to support your tax return. You are fully responsible for providing complete and accurate records. AliCat Solutions is not responsible for undesired consequences caused by your failure to disclose information to us. You should retain all the documents, canceled checks and other data that form the basis of income and expenses. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority.

If any errors, mistakes, or other irregularities occur as a result of work performed by AliCat Solutions, you agree to provide notice and thirty (30) days to AliCat Solutions to correct said errors, mistakes, or irregularities. By this document, you agree that all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If such mediation fails, the controversy or claim shall be settled by arbitration administered in accordance with the Texas General Arbitration Act, and judgment on the arbitration award may be entered in any court that has jurisdiction.

It is understood by the parties that the AliCat Solutions is an independent Contractor and not your employee or agent. An "employer-employee" or "principal-agent" relationship is not created merely because (1) you have or retain the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) you have or retain the right to stop work done improperly. AliCat Solutions has no right to act as your agent has an obligation to notify any involved parties that it is not your agent.

My fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due and payable upon presentation. Any invoice or scheduled payment over 15 days past due will be subject to a late fee of \$20.00 and/or interest on a daily basis at a rate of 2.0% a month. AliCat Solutions reserves the right to suspend service when payments become more than 30 days past due.

The present standard billing hourly rates for my services are \$75.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement shall be governed by the laws of the State of Texas.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to me.

I want to express my appreciation for this opportunity to work with you.

Very Truly Yours,

| Alícia L. | Hoffma | n, CPA |
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| Accepted by: | | |
|--------------|--|--|
| Name: | | |
| | | |
| Business: | | |
| | | |
| Signature: | | |
| | | |
| Date: | | |