

## BOI Reporting with the Financial Crimes Enforcement Network (FinCEN) Agreement.

This Beneficial Ownership Information Reporting Agreement ("Agreement") is entered into by and between National Contractor Services Corporation, hereinafter referred to as "NCSC" and \_\_\_\_\_ (Company Name), hereinafter referred to as "the Client."

**Corporate Transparency Act Compliance:** The United States Congress has passed the Corporate Transparency Act ("CTA") to, namely, combat money laundering and terrorist financing. The CTA became effective January 1, 2024. The CTA mandates beneficial ownership information reporting for corporations, limited liability companies, limited partnerships, and similar entities registered in the United States. The CTA requires specific private companies that meet the CTA criteria of a "reporting company" ("Reporting Company") to file informational reports with the Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") disclosing its beneficial ownership information as it relates to the company and its owners and principals. A Reporting Company will report its beneficial ownership information through a federal government online portal called the "Beneficial Ownership Secure System." NCSC is registered with the Beneficial Ownership Secure System for purposes of filing Reporting Company's beneficial ownership information.

Additional information about the reporting requirements, including answers to questions such as "is my company required to report beneficial ownership information to FinCEN," "who is a beneficial owner," and "when do I need to report my company's beneficial ownership information" is available on FinCEN's beneficial ownership information webpage, <https://www.fincen.gov/boi>.

**Non-Responsibility of NCSC for Penalties:** NCSC hereby expressly disclaims as to itself, its owners, employees, attorneys, heirs, successors and assigns any and all responsibility and liability for penalties, fines, claims, losses, or damages of whatever kind or nature, including incarceration and attorneys' fees, past, present or future, known or unknown, arising or occurring on behalf of, directed to, or by the Client due to actual or alleged non-compliance with the CTA or its related regulations. The Client acknowledges that it is solely responsible for ensuring timely and accurate filing of beneficial ownership information reports.

**Compliance and Enforcement:** NCSC encourages the Client to familiarize itself with the CTA requirements. However, NCSC shall not be responsible or liable for any penalties, fines, damages, or losses of whatever kind or nature, including incarceration and attorneys' fees, resulting from the Client's non-compliance with the CTA.

**Legal Advice:** The Client acknowledges that it has had the opportunity to, and been encouraged to, seek independent legal advice regarding the implications of the CTA on its business and the terms of this Agreement. Client understands and agrees NCSC has not, and is not, providing legal advice or counsel regarding the Client's obligations under the CTA and its disclosures under the CTA, including, but not limited to, the beneficial ownership information Client supplies NCSC for filing with the CTA.

**Additional Provisions:** This Contract shall be governed by and construed under the laws of the State of Arizona, without regard to its conflicts of law principles. Any legal action arising out of this Agreement between the parties hereto shall take place in the Maricopa County Superior Court in the State of Arizona. In any action arising out of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees and costs and have the same included in the judgment.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date of the last signature dated below, which shall be deemed the effective date hereof. .

\_\_\_\_\_  
Responsible Party Signature "The Client"

Date \_\_\_\_\_