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**Marinia Group, Inc.**

**dba Vista Insurance & Financial Services (“Vista IFS”)**

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**Letter of Engagement — Bookkeeping & Payroll**

Marinia Group, Inc., dba Vista Insurance and Financial Services (“Vista IFS” or the “Company”)

*Branding Note: The Company may display the brand name “Vista Insurance & Financial Services” in logos and marketing; both refer to the same business.*

## Parties & Effective Date

Vista IFS will provide services to the Client identified below under this Letter of Engagement (the “Agreement”).  
**Client Legal Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Effective Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 1) Services; Commencement

Vista IFS will provide monthly bookkeeping and payroll processing according to the package tier the Client selects. The tier, price, inclusions, and any add-ons are set forth in Exhibit A (Flat Rate Value Pricing).

Commencement. Services begin on the later of (i) the Effective Date, (ii) receipt of the first prepaid subscription charge via the Client’s authorized payment method, and (iii) receipt of required access, documents, and approvals needed to perform onboarding.

A. Bookkeeping (QuickBooks Online). Monthly categorization and reconciliations of linked bank/credit card accounts; posting of payroll journal entries and payroll liability reconciliations; month-end close; and standard financial statements (P&L, Balance Sheet, Cash Flow).

B. Payroll (QBO Payroll or equivalent). New-hire/employee profile setup after Client provides required forms; pay-run preparation and submission per the agreed payroll calendar; tax and filing setup; e-file/e-pay where supported; monitoring of agency notices; and year-end W-2s (and 1099s if selected).

## 2) Responsibility Allocation (Updated)

Vista IFS leads the Six Pillars of the payroll process and performs filings/processing within the payroll platform. Client is employer of record, approves time and pay changes, provides employee/agency documents, and ensures sufficient funds. Some items are shared—Vista initiates and monitors; Client approves and funds.

## 3) Client Obligations

a) Maintain active QBO/QBO Payroll subscriptions and bank connections;

b) Provide complete and timely information: W-4/I-9/new-hire documents, benefit/garnishment orders, approved hours, and wage/status changes at least 2 business days before payroll cut-off;

c) Review and approve each payroll preview by the cut-off time;

d) Ensure sufficient funds in the designated account for payroll and tax debits;

e) Retain legally required employer/employee records and comply with labor laws;

f) Forward agency notices to Vista IFS promptly and address non-system HR issues.

## 4) Vista IFS Obligations

a) Configure payroll items and tax profiles from Client-provided details;

b) Prepare and submit pay runs after Client approval;

c) Monitor e-file/e-pay status and standard tax filings; promptly escalate issues;

d) Reconcile bank, credit card, and payroll liability accounts monthly;

e) Produce standard monthly financial statements and payroll reports;

f) Maintain reasonable workpapers/system records (Client remains records owner).

## 4A) Six-Pillars Service Commitment (Vista IFS Leads)

Vista IFS will lead and perform the following pillars of the payroll process for Client, using QuickBooks Online Payroll (or equivalent):

1) Defining payroll policies (Vista leads; Client approves). Vista drafts/configures pay schedules, overtime/earnings/deduction items, and agency/tax settings based on Client input; Client provides registrations and approves the configuration summary.

2) Keeping records of employee documents (shared). Vista maintains digital profiles and stores copies provided by Client (e.g., W-4, direct deposit authorization, garnishments, benefit elections). Client is the official custodian of employment/HR records (e.g., I-9 originals) and must supply updates promptly.

3) Calculating wages (Vista). Vista calculates gross-to-net from Client-approved time, pay rates, and deductions; Client is responsible for accuracy of hours/rates and for timely approvals.

4) Paying wages and taxes (shared). Vista initiates payroll and schedules e-pay/tax debits where supported; Client funds the account and authorizes the debits and remains employer of record.

5) Keeping payroll records (shared). Vista maintains system records/reports and monthly payroll liability reconciliations; Client retains employer records per law and ensures agency access when required.

6) Filing payroll returns (Vista). Vista enables/monitors e-file of periodic returns and year-end forms (e.g., federal/state/local where applicable); Client supplies registrations/POAs and responds to agency correspondence.

Dependencies: Vista’s performance depends on complete/accurate information, timely approvals at least 2 business days before cut-off, and sufficient funds on draft dates.

## 5) Important Clarifications (Updated)

Employer of Record. Client retains all employer obligations under wage/hour, tax, and labor law.

Authorizations/POA. Client will complete any required e-file/e-pay authorizations so Vista can file/pay on Client’s behalf.

Reliance on Information. Vista relies on data supplied by Client. Vista is not responsible for penalties arising from late/incorrect information, late approvals, or insufficient funds.

Limitations. Vista IFS is not a law firm or CPA firm and does not provide legal advice or attestation/audit services.

## 6) Fees, Add-Ons & Changes

Fees follow Exhibit A (Flat Rate Value Pricing). Common add-ons:

• Each additional 100 transactions: +$50

• Each additional bank/credit card account: +$35

• Each extra employee (per month): +$15

• Multi-state payroll setup/handling: +$50

• Catch-up/cleanup work per prior month: +$99

• 1099 preparation (optional): $10 per contractor or $99 up to 15 (choose structure at onboarding)

Scope changes require written confirmation (email acceptable) and are billed at current add-on rates.

## 7) Invoicing & Payment (Upfront Autopay; Monthly Anniversary Billing)

Upfront, recurring charges. Client authorizes recurring automatic debits/charges via ACH or credit/debit card for all fees under this Agreement. Monthly subscription fees are charged in advance through the authorized payment method; add-ons and catch-up/cleanup are charged when authorized or in arrears as applicable.

Billing cycle anchor (monthly anniversary). The Client’s billing cycle is anchored to the date the first payment is successfully processed (the “Billing Date”). Each subsequent monthly charge will occur on the same numerical day of each month (e.g., paid on October 12 → next charge on November 12). If a month does not contain that day (e.g., the 29th–31st), the charge will occur on the last day of that month. If the Billing Date falls on a weekend or U.S. banking holiday, the debit may occur on the next business day. Billing timing is based on U.S. Pacific Time.

Service period. Each billing period runs from the Billing Date through the day before the next Billing Date. Services commence only after the first payment settles and required access/documents are received.

Authorization & updates. Client will execute and maintain a current payment authorization (Exhibit C) and keep a valid funding source on file. Client may revoke authorization by written notice to S.Sambrano@MariniaGroup.com at least 3 business days before the next scheduled debit; revocation does not waive amounts already owed.

Declines/NSF; suspensions. If a payment is declined or returned, Vista IFS may retry charges and assess processor/NSF fees at cost. Accounts more than 5 days past due may be paused; more than 15 days past due may be terminated for non-payment. A reinstatement fee may apply to resume services.

Refunds. Prepaid monthly fees are non-refundable once the period begins. If Client cancels before Services commence for the first paid period, prepaid fees will be refunded less applicable processor fees.

Taxes. Any applicable sales/use taxes will be added to invoices and charged via the same payment method.

## 8) Term & Termination

Month-to-month. Either party may terminate with 14 days’ notice. Vista IFS will deliver workpapers and the most recent reconciliations through the paid period. Unpaid balances are due at termination.

## 9) Data Security & Confidentiality

Each party will protect non-public information and use it only for engagement purposes. Vista IFS uses reputable, industry-standard platforms (QBO ecosystem and secure file transfer).

## 10) Records Retention

Vista IFS retains engagement workpapers for 3 years; Client is the official custodian of employer records and will retain them per applicable law.

## 11) Indemnity & Liability Cap

Each party is responsible for its own negligence and willful misconduct. Except for unpaid fees, confidentiality breaches, or Client’s failure to fund payroll/taxes, Vista IFS’s aggregate liability is limited to the fees paid for the prior 3 months.

## 12) Dispute Resolution; Arbitration; Governing Law

The parties will first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (“Dispute”) through executive-level discussion. If not resolved within 30 days, the Dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (or by JAMS under its Streamlined Arbitration Rules if both parties so agree in writing) before one arbitrator. The seat and hearing location shall be Orange County, California, with remote/virtual appearances permitted by the arbitrator. The Federal Arbitration Act (FAA) and, to the extent not preempted, the laws of the State of California govern this clause and the Agreement.

Small-claims & injunctive relief carve-outs. Either party may bring an individual claim in small-claims court for qualifying matters (including unpaid fees) and may seek temporary or preliminary injunctive relief in court to protect confidentiality, data security, or intellectual-property rights pending arbitration. For any court action permitted above, the exclusive venue is the state or federal courts in Orange County, California, and the parties consent to personal jurisdiction there.

Fees. Each party shall pay its own attorneys’ fees and share equally the forum’s administrative and arbitrator fees, unless a statute or this Agreement provides otherwise; the arbitrator may award fees/costs to the prevailing party where authorized by applicable law or this Agreement.

Procedure & confidentiality. The arbitrator shall permit reasonable discovery proportionate to the needs of the case and shall issue a reasoned written award. The proceedings and award are confidential, except to the extent disclosure is required for enforcement, compliance with law, or financial audit/insurance purposes.

Class/representative waiver. The arbitration will be conducted only on an individual basis; class, collective, or representative proceedings are waived. If a court of competent jurisdiction finds this waiver unenforceable as to a claim, that claim shall be severed and proceed in court, while the remaining claims proceed in arbitration.

Arbitrability. The arbitrator has the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration provision, including any claim that all or part of this provision is void or voidable.

Survival. The arbitration agreement, confidentiality obligations, limitations of liability, fee provisions, and governing-law/venue provisions shall survive termination of this Agreement.

# Exhibit A — Scope & Pricing (Flat Rate Value Pricing)

Select the tier and fill in the blanks; pricing bands and inclusions mirror your public pricing (Fiverr, VistaIFS.com, QBO ProAdvisor).

| Tier chosen | Essential / Pro / Executive |
| --- | --- |
| Monthly price (within band) | $\_\_\_\_\_\_\_\_\_/mo |
| Included linked bank/CC accounts | Essential: 1–3 | Pro: 3–5 | Executive: 5+ |
| Included transactions per month | Essential: 50–301 | Pro: 302–601 | Executive: 602+ |
| Included modules by tier | Essential: QBO Payroll Pro: Payroll, Invoices, Bills, Integrations Executive: Payroll, Invoices, Bills, Integrations, Inventory, Sales Tax, Projects |
| Add-ons selected | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Payroll calendar & approval cutoff | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Exhibit B — Responsibilities Matrix (Six Pillars)

✅ Vista leads · 🟨 Shared (Vista initiates/monitors; Client approves/funds) · ☐ Client

| Item (Six Pillars) | Vista IFS | Client |
| --- | --- | --- |
| Defining payroll policies | ✅ draft/configure | ✅ approve/provide registrations |
| Keeping records of employee documents | 🟨 store copies in system | ✅ official custodian; supply updates |
| Calculating wages | ✅ gross→net from approved data | ✅ approve time/rates |
| Paying wages and taxes | 🟨 initiate e-pay/payroll | ✅ fund/authorize debits |
| Keeping payroll records | 🟨 system reports + reconciliations | ✅ retain employer records |
| Filing payroll returns | ✅ e-file/e-pay; monitor | ✅ sign POA; respond to notices |

# Exhibit C — Payment Authorization (ACH/Card)

By signing this Exhibit, Client authorizes Vista IFS and its designated payment processor to initiate recurring electronic debits/charges to the bank account or card identified below for amounts due under the Agreement, including the first charge upon acceptance and subsequent monthly subscription charges in advance, plus any add-ons/catch-up/processor fees as applicable.

Billing cycle anchor. Client acknowledges the billing cycle is anchored to the date the first payment is successfully processed (the “Billing Date”), with subsequent monthly charges on the same numerical day; if a month lacks that date, the charge runs on the last day of that month; if the date falls on a weekend/U.S. banking holiday, the debit may occur the next business day. Billing timing is based on U.S. Pacific Time.

This authorization remains in effect until 30 days after Vista IFS receives written revocation at S.Sambrano@MariniaGroup.com; revocation must be received at least 3 business days before the next scheduled debit to be effective for that cycle.

Client represents that they are an authorized signer on the designated account/card and agrees to notify Vista IFS of any changes at least 5 business days before the next scheduled debit.

| Billing Contact Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- | --- |
| Billing Email | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Method (check one) | [ ] ACH (bank account) [ ] Credit/Debit Card |
| ACH — Bank Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ACH — Routing Number | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ACH — Account Number (last 4 ok via secure portal) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Card — Brand / Last 4 / Exp | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Billing Address (for card) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature / Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ (Date) |
| Notes | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Acceptance & Authorization

By signing, Client engages Vista IFS per this Agreement, authorizes automatic recurring payments as described above and in Exhibit C, and authorizes Vista IFS to prepare and submit payroll and related filings within the agreed systems after Client approvals.  
  
Vista IFS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_  
Client (Authorized Signer): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_