**LIMITED SCOPE ENGAGEMENT AGREEMENT**

The undersigned (Client) employs Wyoming Asset Protection Attorney, LLC (Attorney) to assist Client with the preparation of entity formation documents in connection with a Wyoming Asset Protection Trust, Private Trust Company, other entities, and certain maintenance services.

Time agreement will take effect: Attorney will have no obligation to provide legal services until this agreement takes effect. This agreement will not take effect until Client provides a dated and signed copy of this agreement to Attorney and provides the first payment of the fee as set forth below.

Scope of representation: Legal services to Client will include assistance in the preparation of entity formation documents as follows: (Please mark the service you are requesting)

1. ***□Wyoming Asset Protection Trust***: $10,000.00
   1. Draft Wyoming Asset Protection Trust according to your discussion with attorney;
   2. When applicable, draft Non-Charitable Specific Purpose Trust to act as Member of Private Family Trust Company; and
   3. Obtain EIN(s) (if required).

Upon Completion of the applicable entity formation with Wyoming LLC Attorney, LLC, Attorney will provide standard entity formation documents as follows:

1. ***□Wyoming Private Trust Company Formation package***: $5,000.00
   1. Establish a Wyoming Private Trust Company;
   2. Obtain consent of Wyoming Banking Commission;
   3. Provide compliant entity formation documents;
   4. Obtain EIN from IRS; and
   5. File required documents with the Wyoming Secretary of State.

The following formation and trust maintenance services will be provided the first year and each year after formation: upon subscription:

1. ***□Wyoming Trust and Private Family Trust Company Maintenance Package:*** $3,500.00 for first year, $3,500 per year thereafter
   1. Establish Discretionary Distribution Committee;
   2. Serve on Discretionary Distribution Committee for one year (optional);
   3. Process distribution requests for one year;
   4. Prepare Affidavits of Settlor(s) for each contribution to Trust for one year;
   5. Prepare Acceptance of Trustee for each contribution to Trust for one year;
   6. Provide Annual Meeting minutes for Private Family Trust Company, Holding Company, and one Subsidiary for one year;
   7. Provide Wyoming based entity secretary to sign entity meetings for one year;
   8. Provide dedicated support line and email for one year; and
   9. Provide phone consultations with a Wyoming licensed attorney to answer Trust and Private Family Trust Company related questions for one year (additional document drafting, filings, and other services beyond phone consultations not included).

Fee

Payment of fee: A fixed fee of **$\_\_\_\_\_\_\_\_\_\_\_\_** due upon signing of this agreement.

Nature of Fee: This is a fixed fee earned upon receipt.

Nature of Representation: Client and Attorney (Parties) have agreed that Wyoming Asset Protection Attorney, LLC has not been engaged to represent you generally, but rather that the scope of representation is limited to only providing those matters enumerated above. **Parties have further agreed that Wyoming Asset Protection Attorney, LLC will not “fund” the trust by transferring any assets into the trust or between entities**. Parties have further agreed that after one year from the date of formation, Client will be responsible for paying annual and ongoing fees to Wyoming Asset Protection Attorney, LLC or its affiliates to continue to receive the time limited services listed above, including the ***Wyoming Trust and Private Family Trust Company Maintenance Package*** fee of $3,500 per year. **This fee may be adjusted annually to reflect changes in costs.**

Taxes and Accounting(s): A non-grantor trust is a separate income tax paying entity and must pay applicable state and federal income taxes. It is the Client’s responsibility for preparing all such tax returns, their timely filing and the timely payment of all taxes due as well as engagement of appropriate professionals.

Engagement of Tax and Accounting Professional: If Client chooses to a non-grantor trust structure, Client agrees to engage a certified public accountant or other accounting professional qualified in the preparation of:

* Income Tax Returns; and
* Fiduciary Accounting

Client understands that Client must engage an Accounting Professional as set forth above. Client is cautioned that not every tax preparer is qualified to do fiduciary income tax returns and federal estate tax returns. Moreover, many tax preparers are not willing to do the Fiduciary Accounting. Attorney can recommend a Tax and Accounting Professional upon request or Client may choose that professional. If Client chooses Accounting Professional, it is the Client’s responsibility to make sure the engagement specifies the above duties. Attorney will not be responsible for the failure (and resulting delays and expenses) of the Tax and Accounting Professional to prepare returns and accounts properly and timely.

Other Counsel: Client understands and agrees that occasionally, and as the circumstances warrant, different firm (or independent contractor) attorneys, paralegals, or law clerks may work on Client's matter. Specifically, Client understands and authorizes Attorney to consult with and retain Mark Pierce of Wyoming LLC Attorney, LLC on structure and review of the documents.

Withdrawal of counsel: Attorney shall have the right to withdraw from the case if: (1) Client does not make the payments required by this agreement; (2) Client misrepresented or failed to disclose material facts to Attorney; (3) Client fails to follow Attorney's advice; or (4) or Client fails to meet his or her other obligations under this agreement. In any of these events, Attorney may terminate this agreement.

Termination by client: Client also retains the right to terminate Attorney at any time and for any reason. In such event, Attorney shall be advised in writing.

Client's Obligations Upon Termination: Regardless of the reason for termination of the Attorney/Client relationship, Client is responsible for the unpaid costs and fees at the date of the withdrawal or termination, which shall become immediately due and payable in full.

No Guarantee Of Outcome: Client acknowledges that Attorney has made no guarantees regarding the disposition or outcome of any phase of Client's matter. Any estimation of probable outcome is *expressed only as an opinion.*

Client's Address And Telephone Number: Client agrees to keep Attorney informed of Client's current mailing address, telephone number(s), and whereabouts at all times.

Client's Promises: Client agrees to be truthful with Attorney. Client agrees to keep Attorney informed of developments, to abide by this agreement and to pay Attorney's bills on time. Client agrees to work with Attorney to get the best possible resolution of Client's matter.

Severability Of Agreement: If any section or provision of this agreement, or its application to the parties, is held to be invalid, that invalidity shall not affect other sections or provisions of this agreement which can be given effect without the invalid portion.

Entire Agreement: This agreement contains the entire agreement of the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless contained in a subsequent written modification signed by the party to be charged.

The foregoing is agreed to:

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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Wyoming Asset Protection Attorney, LLC  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attorney | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Client  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Client |