



## 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 Package (DAPT), including Non-Charitable Specific Purpose Trust (NCSPT) - (\$10,000)***
  - . Draft and finalize the contract for the DAPT - understanding that no DAPT documents are required to be filed with any governmental entity other than in obtaining an EIN;
  - a. Prepare and file a Form SS-4 to obtain an EIN with the IRS for the DAPT;
  - b. Provide additional standard documents for the DAPT which include a Certificate of Trust and a Statutory Affidavit;
  - c. Establish the Discretionary Distribution and Investment Advisor Committees; and
  - d. Draft and finalize declaration and certificate of trust for NCSPT
2. ***Wyoming Private Family Trust Company Package (PTC) - (\$5,000):***
  - a. Form the PTC by preparing and filing articles of organization with the Wyoming Secretary of State and a required statutory affidavit with the Wyoming Banking Commission;
  - b. Prepare and file a Form SS-4 to obtain an EIN with the IRS for the PTC; and
  - c. Provide to the PTC standard entity formation documents, including an operating agreement and organizational consent.
3. ***Wyoming Holding Company and Subsidiary LLCs Formation Package and Registered Agent Services (Included under fee for #2; Optional):***
  - a. Form a Wyoming LLC to be owned by the DAPT and act solely as a holding company, if necessary, and form a Wyoming LLC to be owned by the holding company to act as the operating entity for the DAPT (an “**LLC**” and, together, the “**LLCs**”);
  - b. Prepare and file a Form SS-4 to obtain an EIN with the IRS for each LLC; and
  - c. Provide to the LLCs standard entity formation documents, including an operating agreement and organizational consent.
4. ***DAPT, PTC and Underlying LLC Maintenance Package - (\$3,500):***
  - a. Provide, through a third party, a registered agent in Wyoming for one year;
  - b. Provide, through a third party, a physical business and mailing address in Wyoming for one year;
  - c. Provide, through a third party, mail forwarding & scanning services for one year;
  - d. Provide, through a third party, a Wyoming telephone number for one year;
  - e. Provide, through a third party, a Wyoming bank account;
  - f. Provide a firm member to serve on the Discretionary Distribution Committee for one year (at your option);
  - g. Process distribution requests for one year;

- h. Prepare Affidavits of Settlor(s) for each contribution to Trust for one year;
- i. Prepare Acceptance of Trustee for each contribution to Trust for one year;
- j. Provide annual meeting minutes for PTC and LLCs;
- k. Provide Wyoming based secretary to sign entity meetings for one year;
- l. Provide, through a third party, assistance in filing Annual Reports with the Wyoming Secretary of State; and
- m. Provide phone consultations with a Wyoming licensed attorney to answer DAPT, PTC and LLC related questions for one year, including (i) counseling and educating family members on trust administration, (ii) tax and administrative advice; and (iii) the coordination of family advisors, including tax professionals, investment managers, and family legal counsel (additional document drafting, filings, and other services beyond phone consultations not included).

**FLAT FEE:** The flat fee for these services, which includes all costs, is \$18,500.00. One half of this fee, \$9,250.00, is due on execution of this limited scope engagement agreement and is earned by us on commencement of work, which begins immediately after your signing, payment of the fee, and returning this letter to Wyoming Asset Protection Attorney, LLC. The second half of the flat fee is due on the day your documents are ready for delivery, which we will notify you of via e-mail, and must be paid in advance of that delivery. Funds may be delivered via the following link:

<https://secure.lawpay.com/pages/wyomingassetprotectiontrust/trust>

**LIMITED SCOPE OF ENGAGEMENT:** 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 *DAPT, PTC and Underlying LLC Maintenance Package* fee of \$3,500 per year. This fee may be adjusted annually to reflect changes in costs.

**NON-GRANTOR TRUST:** If it is determined that a non-grantor trust is appropriate for your DAPT, you agree it is your responsibility to engage a qualified certified public accountant or other accounting professional to assist you in preparing the tax returns applicable to your DAPT. We caution you that not every tax preparer is qualified in preparing these returns; moreover, many are not willing to do so. The Firm can recommend such professionals on request or you may choose that professional. If you choose, it is your responsibility to make sure the professional understand the scope of that engagement. This Firm is not responsible for the failure (and resulting delays and expenses) of your professional to prepare returns and accounts properly and timely. You understand that on contribution of assets by you to the DAPT, i.e., funding, you will be required to file federal and, possibly, state gift tax returns depending on the state you reside in. You further understand that a gift tax return is not required for gifts less than \$19,000.00 in 2025 (revised each year) per spouse, currently a total of \$38,000.00 per couple; however, if a gift is made over that amount, a gift tax return must be prepared and filed. You further understand that this type of trust is a separate income tax paying entity and the DAPT must pay, yearly, all applicable income taxes generated by the DAPT. It is your responsibility to prepare such gift and income tax returns and to timely file those returns and pay the taxes, if any, due.

**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.

**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) 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:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Wyoming Asset Protection Attorney, LLC

By: \_\_\_\_\_  
Attorney

Name: \_\_\_\_\_, Client

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_, Client