

VALUE-ADDED SERVICES FIXED PRICE AGREEMENT

January 1, 2006

Dear Client Inc:

In order to document the understanding between us as to the scope of the work that David Bacic & Associates, Certified General Accountant, will perform, we are entering into this **value-added services fixed price agreement** with Client Inc. To avoid any misunderstandings, this agreement defines the services we will perform for you as well as your responsibilities under this agreement.

2006 PROFESSIONAL SERVICES

David Bacic & Associates will perform the following services for Client Inc. during 2006:

- Corporate tax return and related schedules for the year ended December 31, 2006
- December 31, 2006 year-end adjusting entries and closing of December 31, 2006 books
- 2006 Corporate Tax Return
- 2006 Financial Statement Compilation (Notice to Reader financial statements)
- Completion of Bank and Visa Reconciliations for 2006
- Preparation of GST Returns for 2006
- Unlimited Phone Calls and Meetings 2006*

TOTAL 2006 PROFESSIONAL SERVICES

\$ 1,800.00

*Included in the Unlimited Phone Calls and Meetings are the following services to be provided by David Bacic & Associates to Client Inc.

- Unlimited meetings to discuss operations of Client Inc., business matters, tax matters, and any other topic at the discretion of Client Inc. or its employees and/or agents.
- Unlimited phone support for Client Inc. personnel and/or independent contractors and agents regarding accounting assistance, recording of transactions, etc.

Services to be completed by Client Inc:

- Creation of all source documents (Invoices, Purchase Orders)
- Date entry of all Revenues and Expenses in Simply Accounting
- Provide appropriate payroll information for calculations

Because this value-added services fixed price agreement provides ongoing access to the accounting, tax, and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice by the fear of a clock running endlessly. My services are designed around fixed prices, as opposed to hourly rates, and offer you access to the accumulated wisdom of the firm through a CGA with substantial experience who can help enhance your company's future and achieve its business goals.

While the fixed price entitles your company to unlimited consultation with myself, if your question or issue requires additional research and analysis beyond the consultation, that work will be subject to an additional price negotiation *before the service is to be performed*, and a change order will be issued before delivery of the additional service, with payment terms agreed to in advance.

Unanticipated Services

Furthermore, the parties agree that if an unanticipated need arises (such as, but not limited to, an audit by Canada Customs and Revenue Agency, a financial statement review engagement or compilation required as part of a lender financing agreement, or any other exogenous service not anticipated in this agreement by the parties), David Bacic & Associates hereby agrees to perform this additional work at a mutually agreed upon price. This service will be billed separately to Client Inc. utilizing a Change Order.

Service and Price Guarantee

My work is guaranteed to the complete satisfaction of the customer. If you are not completely satisfied with the services performed by David Bacic & Associates, I will, at the option of Client Inc., either refund the price, or accept a portion of said price that reflects Client Inc.'s level of satisfaction. Furthermore, if you ever receive an invoice without first authorizing the service and/or price, you are not obligated to pay for that service.

The following payment plan is hereby agreed to by Client Inc. and David Bacic & Associates:

| | |
|----------------------|-----|
| ▪ January 31, 2006 | 150 |
| ▪ February 28, 2006 | 150 |
| ▪ March 31, 2006 | 150 |
| ▪ April 30, 2006 | 150 |
| ▪ May 31, 2006 | 150 |
| ▪ June 30, 2006 | 150 |
| ▪ July 31, 2006 | 150 |
| ▪ August 31, 2006 | 150 |
| ▪ September 30, 2006 | 150 |
| ▪ October 31, 2006 | 150 |
| ▪ November 30, 2006 | 150 |
| ▪ December 31, 2006 | 150 |

TOTAL 2006 PAYMENTS

\$ 1,800.00

To assure that our arrangement remains responsive to your needs, as well as fair to both parties, we will meet throughout 2006 and, if necessary, revise or adjust the scope of the services to be provided and the prices to be charged in light of mutual experience.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, within 10 days of written notice to the other party. It is understood that any unpaid services that are outstanding at the date of termination are to be paid in full within 10 days from the date of termination.

If you agree that the above adequately sets forth Client Inc.'s understanding of our mutual responsibilities, please authorize this agreement and return it to our office. A copy is provided for your records.

We would like to take this opportunity to express our appreciation for the opportunity to serve you.

Very truly yours,

By: _____
David Bacic & Associates
Certified General Accountant

Agreed to and authorized:
By: _____ Date: _____
Customer, President
Client Inc.

CHANGE ORDER FORM

Customer:

Date:

Project Description (and Estimated Completion Date, if Appropriate):

We believe it is our responsibility to exceed your expectations. This Change Order is being prepared because the above project was not anticipated in our value-added services fixed price agreement, dated xx/xx/xx.

The price for the above project has been mutually agreed upon by Client Inc. and David Bacic & Associates, Certified General Accountant. It is my goal to ensure that Client Inc. is never surprised by the price for any David Bacic & Associates service, and therefore we have adopted the change order policy. The price above is due and payable upon completion of the project described.

If you agree with the above project description and the price, please authorize and date the Change Order below. A copy is enclosed for your records. Thank you for letting me serve you.

By: _____
David Bacic & Associates
Certified General Accountant

Agreed to and authorized:

By: _____ Date: _____
Customer, President
Client Inc.