

January 7, 2025

Dear Client:

Your signature is required on this document.

This letter, and the attached Wallace, Plese + Dreher, L.L.P. Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Engagement"), confirm our understanding of the terms and objectives of our Engagement and the nature and limitations of the services we will provide. The Engagement between you and our firm will be governed by the terms of this Engagement Letter.

Engagement Objective and Scope

We will prepare your 2024 federal and state of Arizona (if applicable) individual income tax returns and advise you on income tax matters to which you specifically request our advice. We will prepare income tax returns for additional states that you direct, but only if specifically directed by you that there are such additional state income tax filing requirements. We will not prepare financial statements or perform valuations of any kind.

We will prepare the above-referenced tax returns solely to assist you with your tax filing obligations with the Internal Revenue Service ("IRS") and applicable state and local tax authorities. Our work is not intended to benefit or influence any third party, including any entity or investment which may seek to evaluate your creditworthiness or financial strength. You agree to indemnify and hold us harmless from any and all claims arising from the use of the tax returns for any purpose other than complying with your tax filing obligations regardless of the nature of the claim, excepting claims arising from our gross negligence or intentional wrongful acts.

Our engagement does not include any procedures designed to detect errors, fraud, theft, or any other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

CPA Firm Responsibilities

It is our duty to prepare your returns based on the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. Unless otherwise noted, the applicable standard of care for a "reasonable tax return preparer" shall be based upon the following pronouncements:

- the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA");
- U.S. Treasury Department Circular 230 ("Circular 230"); and
- the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, "the Code").

As tax return preparers, these pronouncements restrict our ability to sign a tax return when the tax positions you report do not comply with tax law. We will be unable to sign your return and may terminate this Agreement if you:

- request that we report a tax position on your return which we feel is contrary to published guidance, frivolous, or a willful attempt to evade tax;
- request that we include a deduction, credit or refund on your return that we believe you do not qualify for; or
- decline to disclose a position where in our professional judgment tax law requires disclosure.

Absent any direction from you, we will prepare your tax returns based upon your filing status (single, married filing jointly, married filing separately, head of household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. Your filing status may be affected by any addition or subtraction to the members of your immediate household, a change in your marital status, or a change to the support you provide to individuals not in your immediate household. If you do not alert us, we will infer that you do not wish to change your filing status absent other information you provide to us. ***If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact us immediately.***

WP+D, will not make any management decisions or perform management functions on your behalf.

Arguable Positions

If there are conflicting interpretations of tax law, or if tax law is unclear, we will explain the possible positions that may be taken in order for us to sign your return. We will follow the position you request, provided it is consistent with our understanding of tax reference materials and our professional standards. Tax reference materials include, but are not limited to, the Code, Revenue Rulings, Revenue Procedures, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. You will be responsible for these amounts, as well as any related professional fees you may incur, to respond to the tax authority.

Confidentiality for filers of joint returns

If the tax returns prepared in connection with this engagement are filed using the married filing jointly filing status, both spouses are deemed to be clients of the firm under the terms of this Agreement. Both spouses acknowledge that any tax return information, including supporting documents provided to us, used in the preparation of your joint return, and any communications made to us by either of you in connection with the preparation of your joint return, may ultimately be shared with either spouse, without prior consent of the other.

Bookkeeping assistance

We may deem it necessary to provide you with limited accounting or bookkeeping assistance solely for the purpose of helping you organize your information. This assistance is intended to be nominal and is not a separate accounting or bookkeeping service. In the event we conclude that bookkeeping or accounting assistance is necessary to prepare your tax returns, we will advise you in writing before proceeding. Any assistance will be billed at our standard hourly rates and will be subject to the terms of this Agreement.

Prior year review if prior year returns were not prepared by WP+D

Our review of the prior year's tax return will necessarily be limited and may not find all errors. We will, however, bring to your attention any errors that we do find. Similarly, if you become aware of any information affecting prior year returns, please contact us. If an error or information impacting prior year tax returns is discovered by you or us, we will discuss resolution options with you. If you ask us to prepare amended tax returns, and we agree, we will confirm this engagement in a separate written agreement.

Estimated tax payments

You may be required to make quarterly estimated tax payments in the tax jurisdictions noted in the Engagement Objective and Scope section of this Agreement. We will calculate these payments for the 2025 tax year based upon the information you provide to prepare your 2024 tax returns (the "safe harbor" rule). Updating recommended payments to more closely reflect your actual current year's income is not within the scope of this engagement, unless requested by you, and agreed to by us in writing. These services will be billed at our hourly rates and will be subject to the terms of this Agreement.

Tax Planning Services

Our engagement does not include tax advice which would impact future tax years. However, we may communicate potential tax strategies to you, and you may ask high-level questions of us. It is your responsibility to communicate to us, in writing, any interest in pursuing a tax strategy identified, or if you require more than a cursory response to your question. If we determine that assisting you with the implementation of any proposed tax strategy, or responding to your question requires additional research, analysis, discussion, or documentation, we will confirm our understanding with you in writing prior to proceeding.

We shall not be liable for any forgone tax or other benefits if you fail to advise us of your desire to investigate or pursue any tax strategy communicated to or by us. Any tax advice described in this paragraph and provided to you shall be governed by this Agreement and billed at our standard hourly rates.

Government Inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If you are contacted by a tax authority, either for an examination or other inquiry, you may request our assistance in responding

Third-party Requests

We will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns. We do not communicate with third parties or provide them with copies of tax returns.

Divorce

Because our services involve the preparation of a tax return claiming the Married Filing Jointly filing status, you are responsible for notifying us if you are in the process of filing for, have filed for, or have been granted a divorce **before you sign this Agreement**. If so, prior to proceeding, we will advise each of you to seek independent tax advice and will evaluate whether a conflict of interest exists which may limit our service.

If we, in our sole professional judgment, determine a conflict exists and we are able to proceed, you will both be required to sign a conflict of interest waiver before we are able to prepare your returns. Depending upon your circumstances, as well as any legal advice you receive from your independent advisor, we may be unable to advise either of you until your divorce is finalized. In addition, we will require written instruction from you or your respective divorce attorneys [or, if the spouse(s) is/are unrepresented, the unrepresented spouse(s)] providing decisions we require in order to prepare your tax return. If we do not receive written instruction on a timely basis, we will be unable to proceed, and you will be responsible for any late filing and late payment penalties assessed.

If either or both spouses fail to cooperate with us or with each other or any other dispute between the parties arises, and we determine that we can no longer provide services to you, we will be unable to proceed and may terminate this Agreement. In the event that you elect to file separate tax returns, you will both be required to sign new, separate written agreements prior to the preparation of the returns.

Dual Representation

If we are preparing a joint return for you and your spouse, we will be representing both of you. Rendering services to both of you at the same time presents a potential conflict in interest. The potential conflict of interest arises because your interests could become adverse to your spouse's interest in the future. Should a conflict of interest come to our attention, we will promptly apprise both of you. Accordingly, because our firm represents both parties, conversations or other communications between either party and our firm are not considered confidential and are available to the other party. Ethical considerations prohibit us from agreeing with you to withhold information from the other spouse.

Reliance on Others

There may be times when you engage another advisor to assist you. If you wish to take a tax position based upon the advice of another advisor, before we are able to sign your tax return, we must comply with the applicable provisions of the Code and the SSTS.

We will review the other advisor's work, including a written statement from the advisor describing the statutory basis for the position and the suggested disclosure standard to appropriately report the position. If additional research or disclosure is required, you agree to pay for the additional charges necessary to complete the disclosure or research.

Moreover, you understand that the IRS, state or local tax authority may disagree with the position taken on the return. If this occurs, you will be responsible for any additional tax, penalties and interest, as well as any related professional fees, you may incur. If, after review of the work prepared by your other advisor, we determine that we are unable to sign the tax return, we will be unable to proceed.

Substantial Understatement Penalties

The IRS and many states impose harsher accuracy-related penalties (20%) for substantial understatement of tax.

Substantial understatement of tax may be found where the tax that should be reported on your return is less than what is actually reported on your return, based on a statutory formula which defines when an understatement is "substantial". In some cases, avoiding substantial understatement penalties can be achieved if the tax position is adequately disclosed in a method approved by the IRS. Similar rules may apply at the state level.

While the decision to disclose or not disclose is yours, if we conclude that your return contains a tax position which we believe you are required to disclose, we will ask that you consent to include a disclosure in a method approved by the IRS. If you decline to disclose the tax position, we will be unable to proceed and may terminate this Agreement.

Abusive tax strategies

Certain tax positions or strategies, while not currently identified as "abusive" by the IRS, may ultimately be determined to be so in the future. Consequently, you agree to advise us of any transaction you have entered into that entitles you to disproportionate tax benefits (deductions, credits, or refunds), that generates significant income deferral or non-recognition, or that generates significant tax losses without corresponding cash impacts ("abusive tax strategy"). If you fail to timely notify us, in writing, of any abusive tax strategy you have entered into, you will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees.

Reportable transactions

The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement and, in some cases, extends the statute of limitations tax authorities have to contest any tax return claiming those tax positions. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest (a definition of "reportable transactions" is located at <https://www.irs.gov/instructions/i8886> and includes a link to a summary of listed transactions).

If we conclude that your return contains a reportable transaction we believe you are required to disclose we will ask that you consent to include a disclosure, either on Form 8886 or other method approved by the IRS. If you decline to disclose the reportable transaction, we will be unable to proceed and may terminate this Agreement.

Client Responsibilities

You acknowledge and agree that your failure to comply with the responsibilities enumerated in this section may result in economic or other loss to you, such as disallowance of tax deductions or credits claimed, additional tax, penalties or interest assessed against you, or loss of administrative rights. You agree to accept responsibility for any consequences of your failure to fulfill your responsibilities.

We will provide you with an income tax organizer to help you compile and document the information necessary to prepare your income tax returns. You are responsible for fully and accurately completing the income tax organizer including any activities in which you engage outside the U.S., or your home state.

Communication of authority of others

You hereby authorize the following individuals to communicate directly with us to request services and obtain copies of tax and financial information on your behalf:

Name

Title

You agree that the authority conveyed above shall continue in full force and effect until you inform us of any modifications in writing.

Online Access to Information

To the extent you provide our firm with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

Administrative Adjustments and Compliance with BBA

If you are or were a partner at any time in a partnership and receive(d) Schedule K-1 (1065), you may receive a Form 8986, Partner's Share of Adjustments to Partnership-Related Items. Form 8986 is used by partnerships to correct errors on previously filed partnership returns and to provide the IRS and partners with each partner's share of those tax corrections. Recipients of Form 8986 must report this information and any additional tax due to the IRS on Form 8978, Partner's Additional Year Reporting Tax, within a specified timeframe.

Our services do not include assisting you with anything pertaining to Form 8986 and/or Form 8978 unless specifically identified in the Engagement Objective and Scope section. If you receive a Form 8986 once our work has begun but prior to the filing of your tax return, you are responsible for alerting us and requesting assistance. Additionally, the impact an adjustment from Form 8986 may have on any state return you have previously filed is unclear and may only be determined with additional research. If you do not alert us or request our assistance, we will infer that you have not received Form 8986 absent other information you provide to us.

All income

You are responsible for identifying and communicating to us all income earned and received by you from any U.S. or non-U.S. source. This includes income earned from gambling and online wagers, gig or hobby work, and activity for which you should receive a Form 1099-K (online sales) whether or not you actually receive a 1099-K.

Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our workpapers do not satisfy your documentation responsibility. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. The IRS recommends that you maintain this documentation for as long as it may be relevant to your taxes.

You represent that you have such documentation and can produce it, if necessary, to respond to any examination or inquiry by tax authorities. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

Gift Tax Returns

The preparation of gift tax returns is not within the scope of this engagement. The IRS considers a gift to be any transfer to an individual, either directly or indirectly, where full consideration (measured in money or money's worth) is not received in return. Under federal tax law, certain gifts are taxable and subject to an annual gift tax exclusion amount, which for 2024, is \$18,000 per taxpayer. You are responsible for informing us if you have made any transfer of value for which you did not receive full consideration, such as, but not limited to, those made in trust, forgiveness of debt, or the use of property for which no or below-market rent was charged.

Gifts Received from Foreign Persons

The preparation of IRS Form 3520 is not within the scope of this engagement. If you transferred property to or received property from a foreign person or trust, or are a U.S. person who “owns” assets in a foreign trust, you may be required to file a separate IRS Form 3520, *Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts* or Form 3520-A, *Annual Information Return of Foreign Trust with a U.S. Owner*. You are responsible for providing us with details of any cash, property, or value exchanged with foreign persons or trusts, or of ownership of foreign assets, including access to foreign bank or investment accounts.

Personal Expenses

In general, personal expenses are not deductible for income tax purposes. You are responsible for ensuring that personal expenses, if any, are separated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities.

State and Local Filing Obligations

You are responsible for fulfilling your filing obligations with any state or local tax authorities, including but not limited to, income, franchise, sales, use, and property taxes or abandoned and unclaimed property. However, if upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you.

If you are unsure if you have any other filing obligation with other state or local tax authorities, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have other state or local filing obligations. You will be responsible for tax due and penalties associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

U.S. Filing Obligations Related to Foreign Investments and activities

U.S. citizens and residents generally must report income and activities related to both domestic and foreign assets (worldwide income). You are responsible for fulfilling your filing obligations related to foreign activity where required. U.S. reporting requirements related to foreign activity are very complex. **Contact us immediately** if you have:

- Ownership of, investment in, or officer responsibilities for a corporation, partnership, or other business entity formed under the laws of another country;
- Fiduciary, grantor, or beneficiary relationships in connection with an entity formed under the laws of another country;
- Ownership of, signature authority over, or control over any financial account held in a financial institution located in another country;
- Citizenship or government-approved employment/visa status with a country other than the U.S. (including anyone in your immediate household, or your parents who live outside the U.S.);
- Transferred property, including cash, offshore either directly or through the purchase of or investment in an entity formed under the laws of another country;
- Received or have legally-recognizable rights to receive property, including cash, from a trust, business, or investment formed under the laws of another country or individual residing in another country;
- Conducted business with any entity or person physically located in another country, regardless of whether such business is for-profit, not for-profit, or informal/irregular;
- Received property, including cash, or income from a source outside of the U.S. which is not reported on a brokerage statement (such as a 1099-B or similar report); or
- Any other activity or economic arrangement which takes place outside of the U.S.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign activity in which you have a direct or indirect interest, or over which you have signature authority, during the above referenced tax year.

If you are unsure if you have any other filing obligation related to foreign activity, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have foreign

activity absent information you provide to us. In any event, you will be responsible for tax due, penalties, and interest associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

Foreign Filing Obligations

You are responsible for complying with the tax filing requirements of any non-U.S. country. You acknowledge and agree that we have no responsibility to raise these issues with you and that any foreign filing obligation is not within the scope of this engagement.

Digital Assets

There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. Depending on the nature or volume of those transactions, a change to the scope of our services may be required. You are responsible for providing us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year.

Compensation and withholding compliance

If you or your business compensates individuals (including household employees) for services performed, there are various federal, state, and/or local filing requirements affecting payroll and income tax obligations of both payor and payee. We will not provide employment, labor, or immigration law advice to you as part of our engagement, including the classification of workers as employees or independent contractors. You should seek the advice of an appropriate professional, such as an employment attorney, in order to address any classification or employment eligibility questions.

If our service to you includes preparation of Form 1040, Schedule H, we will rely on information provided by you to support your filings and we will not audit or otherwise verify the data you submit to us. You agree to indemnify and hold us harmless for any and all claims related to misclassification or improper eligibility of individuals whom you compensate for services, excepting claims arising from our gross negligence or intentional wrongful acts.

Further, you acknowledge it is your responsibility to both timely obtain and/or file any and all requisite regulatory forms related to payroll and withholding regardless of jurisdiction, and to maintain all necessary documentation to support those filings. Such forms may include, but are not limited to, Forms I-9, W-2, W-4, W-8, W-9, 941, 1042, 1096, 1099, and similar state forms. Some of these filings are due as early as January 31, 2025, and significant penalties may be assessed for late filing, non-filing, and filing of incorrect information. In some cases, penalties may also be assessed against responsible individuals, such as owners and officers, in their personal capacity.

Preparation of these forms and calculation of any withholding amount due (excluding Form 1040, Schedule H where required) is not within the scope of this engagement.

Ultimate responsibility

You are ultimately responsible for complying with any substantive or procedural tax law which applies to you, and for ensuring your tax returns and any required tax payments are timely received by the appropriate tax authority. Notwithstanding any term of this Agreement, this responsibility cannot be delegated to us.

Our assistance related to your tax return is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update your return after the conclusion of the engagement for any reason. To the extent we provide written advice concerning federal tax matters, we will follow the applicable guidance contained in our professional standards.

You have final responsibility for the accuracy of your tax returns. We will provide you with a copy of your draft tax returns and accompanying schedules and statements for review. You agree to review and examine them carefully

for accuracy and completeness. Tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You will be responsible for the payment of any additional tax, penalties, and interest charges imposed by tax authorities.

You have final responsibility for the payment of your taxes in whatever amount ultimately determined. You may choose to have funds automatically withdrawn from a designated account and transmitted when your tax return is electronically filed. We will not transmit partial payments. It is your responsibility to provide us with correct account and routing numbers, to review this information for accuracy prior to submission of your return, and to ensure that sufficient funds are available at the time of payment. We shall have no liability for any tax due, penalties, interest, or overdraft charges which may result from your failure to ensure sufficient funds are available at the time of payment.

Timing of the Engagement

We expect to begin our services upon receipt of this executed Agreement, the completed 2024 income tax organizer and all documents requested either in the organizer or by our office.

Our services will conclude:

- on the later of:
 - the latest date of electronic acceptance of your 2024 tax returns by the relevant tax authority;
 - the date we deliver the paper copy of your returns to you; or
 - December 31, 2025 if, and only if, the actual method is used to calculate estimated tax vouchers for tax year ended December 31, 2025 .
- upon written notification by either party that the Agreement is terminated; or
- one (1) year from the execution date of this Agreement, whichever comes first.

Filing Your Tax Returns

The original filing due date for your tax return is April 15, 2025 for federal and Arizona. Other states may have a different due date. **Due to the high volume of tax returns prepared by our firm, the information needed to complete the tax returns must be received no later than March 1, 2025. Failure to do so may result in the inability to complete your returns by the original filing due dates.**

The obligation to file a tax return and/or extension is solely that of the taxpayer. Although we will make every reasonably prudent effort to assist you with this obligation, this Agreement is not intended to and does not create an agent/principal relationship. By signing this Agreement, you understand that actual and timely receipt of your filings by the appropriate tax authority is the duty and responsibility of the taxpayer and the taxpayer alone.

Tax Return Extensions

It may become necessary to apply for an extension of the filing due dates if there are unresolved issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may limit your ability to make certain elections, extend the time available for a government agency to undertake an examination of your return and/or extend the statute of limitations to file a legal action. If we apply for an extension of time to file because you have not provided us all of the information needed to prepare the tax returns by the original due date, you agree to hold our firm harmless from any consequences arising from any election waived. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

If you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, we will not file these applications unless and until we receive an executed copy of this Agreement. In some cases, your signature may be required on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.

E-filing

In addition to being a return preparer, we are an Electronic Return Originator (ERO) and may prepare your return(s) and/or extension(s) in a format that permits us, if you choose, to electronically transmit ("e-file") those forms to the

appropriate tax authority on your behalf. The e-filing of any form is a separate service from the preparation of that form.

If you request that we e-file any form on your behalf, including requests for extensions of time to file, and we agree, the IRS and states require you to sign and return to us the appropriate governmental form(s) before your returns can be filed electronically. For joint returns, both spouses must sign the e-file authorization before the return can be transmitted. **If you fail to timely sign and return e-file authorization, we cannot and will not e-file any form on your behalf.** In those situations, you will be solely responsible for any penalties or interest assessed against you.

If you choose not to have your return(s) or extension(s) e-filed, or if your return(s) or extension(s) cannot be e-filed, we will deliver to you a paper copy suitable for mailing to the taxing authorities. Once delivered to you, you bear full responsibility for reviewing the paper returns for accuracy, and either signing and timely filing them, along with any payments due, or notifying us of any issue which may need to be addressed prior to filing.

Once our services have concluded, we shall have no obligation to notify you of future tax law developments affecting your return(s) except as may be required by Circular 230 or the SSTS related to errors we identify.

Professional Fees

Our professional fees are based upon the complexity of the work to be performed, and our professional time, and out-of-pocket expenses. Circumstances may arise that impact our estimated fee such as, but not limited to, (1) the timeliness, accuracy, or completeness of information you provide to us; (2) changes in your personnel, use of other advisors, or operations that impact our services; (3) mutually agreed changes in the scope of this engagement; or (4) other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. You agree to pay all fees and expenses incurred whether or not we complete the engagement.

We require that all outstanding invoices be paid prior to releasing the completed tax returns. We do not release incomplete tax returns.

We appreciate the opportunity to be of service to you. This Agreement, including the *Terms and Conditions Addendum*, represents the entire agreement of the parties and supersedes all previous oral, written, or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Sincerely,

Wallace, Plese + Dreher, L.L.P.

Wallace, Plese + Dreher, L.L.P.

Accepted:

Signature: _____ Date _____

Printed Name: _____

Spouse Signature: _____ Date _____

Spouse Printed Name: _____

Wallace, Plese + Dreher, L.L.P.
Terms and Conditions Addendum

This addendum to the Engagement Letter describes our standard terms and conditions (“Terms and Conditions Addendum”) related to our provision of Services to you. This addendum, and the accompanying Engagement Letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the Engagement Letter and this *Terms and Conditions Addendum*, the Engagement Letter will prevail.

For the purposes of this *Terms and Conditions Addendum*, any reference to “Firm,” “we,” “us,” or “our” is a reference to Wallace, Plese + Dreher, L.L.P. (WP+D) and any reference to “Client”, “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Engagement” mean the Engagement Letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

1 Performance of Services

- 1.1 WP+D will provide the Services set out in our Engagement Letter and will use all reasonable efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.
- 1.2 To perform the Services successfully, we require your timely cooperation, including:
 - (a) providing WP+D promptly with all information and documents that we reasonably require to enable us to provide the Services. This also includes access to appropriate members of your staff, records, information, technology, systems and premises;
 - (b) ensuring that all information you provide to us is true, correct and complete;
 - (c) arranging access to third parties where applicable;
 - (d) ensuring that appropriate back up, security and virus checking procedures are in place for any computer facilities you provide; and
 - (e) making decisions promptly to facilitate the performance of the Services
- 1.3 Unless both parties agree otherwise in writing, dates in any timetable set out in the Engagement Letter or otherwise advised are intended for planning and estimating purposes only and are not contractually binding. The timely completion of the Services requires your cooperation in the provision of information relevant to the Services. Estimates of time for completion of the Services are given on the assumption that we receive this cooperation. We may charge additional fees and expenses which result from delays in providing this cooperation.
- 1.4 The scope of the Services is limited to the work specified in our Engagement Letter. Either party may request changes to the Services. The services that we provide do not constitute legal or investment advice.
- 1.5 Our work will be based on the information provided to, or obtained by, us. We rely on you bringing to our attention any changes in the information as originally presented, as it may affect our advice. You will ensure that information supplied by you or on your behalf, to the best of your knowledge and belief, is not false or misleading and does not omit material particulars.
- 1.6 We often have to rely on external information to carry out your instructions. We do not accept responsibility and will not be liable for any direct or indirect damage or loss caused by errors or omissions in external information.
- 1.7 In the course of providing the Services, we may provide oral comments or draft reports, presentations, letters, schedules and other documents. No reliance shall be placed on such oral comments or draft documents, conclusions or advice as they may be subject to further work, revision and other factors. The final results of our work will be set out in our final report or advice.
- 1.8 Changes in the law may take place before our advice is acted upon or may be retrospective in effect. Unless specifically stated in the Engagement Letter, we accept no responsibility to inform you of changes in the law or interpretations affecting advice previously given by us.
- 1.9 Some of the matters on which we may be asked to advise you may have tax implications for other entities, directors, employees or any other parties. Unless advising on such tax implications is expressly included in the Services, we will not bear any liability to you or any other relevant entities, directors, employees or any other parties in respect of those tax implications, and you indemnify us against any claim by any such entities, directors, employees or other parties in this respect.
- 1.10 Our Engagement ends on completion of Services specifically described in the Engagement Letter. Any follow-up Services will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for those Services.

2 Confidentiality

- 2.1 For the purpose of this Engagement, “Confidential Information” means all non-public information or documents which either party receives or produces in connection with the Services and includes WP+D’s working papers, information and methodologies, but does not include any information which is:
 - (a) or becomes generally available to the public other than as a result of a breach of this clause;
 - (b) known to either party prior to WP+D commencing the Services;
 - (c) received from a third party who owes no obligation of confidence in respect of the information; or
 - (d) developed by either party independently of the Services to which this Engagement relates.
- 2.2 In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual’s identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.
- 2.3 Neither WP+D nor the Client may disclose Confidential Information about or belonging to the other without the other’s consent.
- 2.4 As a result of our Services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

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- 2.5 Notwithstanding the above, WP+D may disclose Confidential Information to Contractors in relation to the provision of the Services, to assist in quality assurance reviews or for its business purposes and either party may disclose Confidential Information to:
- (a) its insurers or legal advisors, provided that the Confidential Information remains confidential;
 - (b) regulatory authorities if required to do so, including under subpoena; or
 - (c) entities necessary for the performance of Services
- 2.6 WP+D is subject to quality control review programs conducted by industry peers. The work we perform for you may be selected by examiners for review. You acknowledge that, if requested, our files relating to this Engagement will be made available. If you object to being included in any of these review processes, you must advise us in writing at the commencement of the Engagement and we will make our best efforts to exclude this Engagement from such review. We may participate in other external or internal review processes in relation to quality.
- 2.7 Subject to Clause 2.1 and 2.3 we may cite the performance of the Services to Clients as an indication of our experience.

3 Fees and Payments

- 3.1 The Client shall pay the Fees to WP+D in accordance with the provisions of the Engagement.
- 3.2 Our Engagement Letter may include quoted specific Fees for certain Services. Our Fees for Services not specifically quoted will be determined monthly, or at the end of the Engagement. The Fees shall be reasonable under the circumstances, taking into account the complexity of the work, the uniqueness of our firm's proprietary knowledge base, the types of procedures given the issues, resources utilized, and the amount of time involved.
- 3.3 Any Fee estimate provided is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the Engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our Fees will be adjusted accordingly.
- 3.4 Our Fees are due within 15 days of the invoice date. Unless you have notified us in writing of a dispute within 15 days of the invoice date, you acknowledge there are no disputes on the invoice presented. In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such time as the dispute is resolved or the Fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.
- 3.5 All outstanding invoices must be paid prior to the release of the deliverable(s) in the Engagement. We do not release incomplete deliverables.
- 3.6 Depending on our evaluation of credit worthiness, retainers may be required, or fees may be payable prior to commencing work or delivery of our work product, subject to our discretion.
- 3.7 If you are unable to pay for our Services in a timely manner, we also offer our Clients the option of a monthly direct debit installment via a QuickFee arrangement, subject to approval. The interest rate charged is competitive, and all installment payments are fully deductible, with no interest penalty for early payment. If you enter into a QuickFee arrangement, you acknowledge there are no disputes on any of the invoices subject to the QuickFee arrangement.

4 Electronic Data Communication and Storage

- 4.1 Both parties acknowledge that, during the course of the Services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed, or used by a third party or will be delivered to each of the parties to who they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees, that the other party shall not have responsibility or liability in connection with e-mail transmissions.
- 4.2 In the interest of facilitating our Services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.
- 4.3 You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this Engagement.
- 4.4 Wallace, Plese + Dreher, LLP is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Wallace, Plese + Dreher, LLP with or without notice to you.
- 4.5 If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

5 Documents and Records Management

- 5.1 All information you provide to us in connection with this Engagement will be maintained by us on a confidential basis. At the end of this Engagement, we will keep our work product and related documentation for the period established in our retention policy. Documents destroyed according to our retention policy will be destroyed in a confidential manner. If we provide deliverables or other records to you via an information portal, you must download this information within 90 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

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- 5.2 If you become aware that any document relating to this Engagement is, or is reasonably likely to be, required as evidence in a legal proceeding, you agree to advise us immediately.
- 5.3 All original documents obtained from you arising from our Engagement will remain your property; however, we reserve the right to make a reasonable number of copies of the original documents for our records. You are responsible for retaining your own books and records.
- 5.4 You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.
- 5.5 State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will only be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.
- 5.6 If we receive such a request, we agree to inform you of it as soon as practicable unless we are prohibited from doing so by applicable laws or regulations. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.
- 5.7 If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the.
- 5.8 If we are not a party to any proceeding in Sections 5.5, 5.6, or 5.7 in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

6 Marketing and Educational Communications

- 6.1 We may send you newsletters, updates, explanations of technical developments or similar communications. Such communications are strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

7 Referrals

- 7.1 In the course of providing Services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any Services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

8 Limitations on Oral and Email Communications

- 8.1 We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.
- 8.2 Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

9 Limitation of Liability

- 9.1 Both parties agree that no claim arising out of services rendered pursuant to this Engagement shall be filed more than two years after the date of the audit report or accountant's report issued by WP+D, or the date of the Engagement Letter if no report is issued. The Client waives any claim for punitive damages. WP+D's liability for all claims, damages and costs of the Client arising from this Engagement is limited to the amount of fees paid by the Client to WP+D for the Services rendered under the Engagement Letter.
- 9.2 In addition, the Client further agrees to indemnify and hold WP+D harmless for any liability and all reasonable costs, including legal fees, which we may incur as a result of the services performed under this Engagement in the event there are known misrepresentations made to us by any member, employee, officer, owner, or shareholder of Client.

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10 Third-Party Service Providers or Contractors

- 10.1 To enhance our availability to meet your professional service needs while maintaining service quality and timeliness, we may use third-party service providers, Contractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities, to assist us. This may include provision of your confidential information to the third-party service provider or Contractor. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.
- 10.2 By accepting the terms and conditions of our Engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.
- 10.3 We reserve the right to employ Contractors, and any reference to our staff includes Contractor staff. Subject to any contrary provision in our Engagement Letter, we will remain liable to you for any of the Services that are provided by our Contractors.

11 Termination and Withdrawal

- 11.1 We may terminate the Engagement at any time, without notice, if:

- (a) we consider that a request for a Service is inappropriate or for any improper, immoral or unlawful purpose;
- (b) you fail to provide us with clear or timely instructions to enable us to provide the Services;
- (c) we consider that our working relationship has broken down including a loss of confidence and trust;
- (d) there is a reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe;
or
- (e) you fail to pay an Invoice within 30 days of the due date.

This is in our sole and absolute discretion.

- 11.2 On termination or completion of this Engagement, Client shall pay all amounts outstanding for Services rendered. We may retain our working papers and documentation prepared by us and any other documentation on which our Services are based to enable us to maintain a professional record of our involvement. You may retain your originals and any copies of our reports and letters made in accordance with the provisions of this Engagement.
- 11.3 Termination of the Engagement shall be without prejudice to any accrued rights of both parties.
- 11.4 The terms of the Engagement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.
- 11.5 If Client should choose to terminate WP+D before completion of Services described in the Engagement Letter, requests must be in writing. Client agrees to pay for any billings previously issued and for unbilled services up to the date WP+D acknowledges the termination of Services. Other provisions of this Engagement will remain in effect related to this Engagement. WP+D will bill for transition services to another CPA firm after termination.

12 Management Responsibilities

- 12.1 While WP+D can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any Services that WP+D provides. You are responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for such Services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

13 Conflicts of Interest

- 13.1 If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver Services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our Services without issuing our work product.

14 Mediation

- 14.1 If a timely dispute arises out of or relates to this Engagement, including the scope of Services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in Arizona.
- 14.2 The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.
- 14.3 This provision shall not apply to any dispute of fees owed, billed or due.

15 Limitation of Damages

- 15.1 Notwithstanding anything to the contrary in this Agreement, WP+D and WP+D's Stakeholders shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

16 Indemnification of WP+D

- 16.1 The following is applicable to audit and attest engagements only:

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(a) You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

16.2 The following is applicable to non-attest engagements only:

(a) You agree to indemnify, defend, and hold harmless WP+D and any WP+D Stakeholders with respect to any and all claims made by third parties arising from this Engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims found to have arisen from the gross negligence or intentional acts of WP+D.

17 Employment of WP+D Staff

17.1 If Client makes an offer to a WP+D employee or a person employed by WP+D within the year prior to an offer of employment, Client agrees to reimburse WP+D for the cost of recruiting a replacement employee. As the cost of recruiting and training are difficult to estimate, Client and WP+D agree that Client will pay 30% of the employee's or former employee's most recent annual base compensation at WP+D.

18 Independent Contractor

18.1 When providing Services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

18.2 Our obligations under this Agreement are solely obligations of WP+D, and no WP+D Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

19 Severability

19.1 If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

20 Survivability

20.1 The following sections of this *Terms and Conditions Addendum* shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, and Indemnification.

21 Assignment, No Third Party Beneficiaries

21.1 All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and WP+D and no third-party beneficiaries are created hereby.

22 Force Majeure

22.1 Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

23 Electronic Signatures and Counterparts

23.1 Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

24 Entire Agreement

24.1 This Agreement, including this *Terms and Conditions Addendum*, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

25 Definitions

25.1 For the purpose of this Engagement: Engagement means the Agreement between us as set out in this *Terms and Conditions Addendum* and our Engagement Letter, together with any changes to the Agreement that are agreed in writing between us.

25.2 Engagement Letter means the Engagement Letter to which this *Terms and Conditions Addendum* is attached.