



Strategis CPAs & Consultants, PA General Terms of Engagement

Effective communication is a key factor in any business relationship. The purpose of this document is to confirm and specify the general terms and conditions applicable to the services we will provide to you. **These terms and conditions apply to all services provided to you by Strategis CPAs & Consultants, PA ("Strategis") from the date you engage our firm, until you notify us in writing that our engagement is terminated, as discussed in the Termination of Services section below. We may modify or enhance these terms and conditions by providing you written notice, and any such modifications or enhancements will be applicable to services provided after the date of such notice.**

Engagement Letters

We will prepare engagement letters for the services we will provide to you. If you engage Strategis to prepare tax returns for a particular calendar or fiscal year, we will provide you with an engagement letter which will include an exhibit of Required Tax Filings on which we will mark with an "X" all returns we will prepare on your behalf [the "Return(s)"]. You should review this document carefully and inform us of any necessary additions or deletions. Depending on the delivery method used for engagement letters, this exhibit may be provided to you in a separate communication from the engagement letter. If you have any questions regarding the Return(s) being prepared on your behalf, please contact us immediately in writing. **We are not responsible for preparing tax returns or other filings not marked on the exhibit provided as part of the engagement letter, nor for determining whether you have a filing obligation with another State.** However, if we become aware of any other filing requirement not indicated on the exhibit, we will inform you of the obligation and may prepare the appropriate returns at your written request pursuant to a written modification of the exhibit.

Complete and Accurate Information

It is your responsibility to provide all information required for the preparation of a complete and accurate Return(s). You should retain all documents, canceled checks, invoices and other data that form the basis of income and deductions claimed on your Return(s). These may be necessary to prove the accuracy and completeness of the Return(s) to a taxing authority. You have the final responsibility for the Return(s) and, therefore, you should review them carefully before you sign them. You agree that our firm is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for any resulting taxes, penalties, and interest.

Client Information Requests

We may provide you with questionnaires or other documents requesting specific information. Completing these forms will assist us in making sure you are well served for a reasonable fee. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the Return(s). We will not audit or otherwise verify the information you give to us, however, we may ask for additional clarification of some information.

Supporting Documentation

IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation, such as travel, meal and entertainment expense, expenses for business use of autos, asset purchases and all charitable contributions. In preparing your Return(s), we rely on your

representations that we have been fully informed of all bartering transactions and income, and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have questions about these issues, please contact us.

You are confirming that you will furnish us with all the information required for preparing the Return(s). This includes, but is not limited to, providing us with the information necessary to identify (1) all states and foreign countries in which you “do business” or derive income (directly or indirectly) and (2) the extent of business operations in each relevant state and/or country. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data. If you have any questions as to the type of records required, please ask us for advice in that regard.

Virtual Currency

Please note that the Internal Revenue Service (“IRS”) considers virtual currency (e.g., Bitcoin) as property for U.S. federal tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions. If you had virtual currency activity during the current or prior tax years, you may be subject to tax consequences associated with such transactions and may have additional foreign reporting obligations.

You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, virtual currency during the applicable tax year. Please ask us for advice if you have any questions regarding the type of records required to be maintained for virtual currency transactions.

Prior Return(s)

If during our work we discover information that affects prior year tax Return(s), we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior year Return(s). If you become aware of information affecting a prior year tax return, please contact us immediately to discuss the best resolution of the issue. We will be happy to prepare appropriate amended Return(s) as a separate engagement.

Defalcation, Theft and Other Irregularities

Our work in connection with the preparation of your Return(s) and any other work product does not include any procedures designed to discover fraud, defalcations, theft or other irregularities, should any exist. The Return(s) will be prepared solely from information provided to us without verification by us. We will not audit or otherwise verify any information. We may require clarification or additional information. We will render such accounting and bookkeeping assistance as we find necessary for preparing the Return(s). We are not responsible for disallowed deductions, or the inclusion of additional unreported income, or any taxes, penalties, or interest, resulting there from.

Third-Party Service Providers

Strategis may from time to time use third-party service providers, some of which may be cloud-based, to assist in preparing your Return(s), but these parties will not make substantive decisions concerning your Return(s). We may share your tax return information with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your confidential information. Furthermore, Strategis will remain responsible for the work provided by any such third-party service providers.

Unless you indicate otherwise in writing, you consent that our firm may transmit confidential information that you provide us to third parties in order to facilitate delivering our services to you.

For example, such transmissions might include, but not be limited to, use of an outside processing service to compile and assemble electronic tax workpapers and use of an outside tax processing service to assist in preparing the Return(s).

Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

In accordance with federal law, in no case will we disclose your confidential information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your Return(s) without first receiving your consent.

Communication Via Email

In connection with your engagements, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered to and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Secure Client Communication and Liscio

Because email communication is not secure, we recommend that all files and attachments containing private or personal information only be exchanged using a secure platform. We recommend using Liscio, which is our current solution for this purpose.

Preparation and Disclosure Standards

The Internal Revenue Code and regulations impose preparation and disclosure standards with significant non-compliance penalties on both the preparer of a tax return and on the taxpayer. These standards differ and may be higher for return preparers than taxpayers. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the Return(s) concerning positions taken on the Return(s) that do not meet these standards. Accordingly, we will discuss tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the Return(s). If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement and you agree to compensate us for our services to the date of withdrawal. Our engagement with you will terminate upon our withdrawal.

Authorization to Discuss

The IRS and some states permit you to authorize us to discuss, on a limited basis, aspects of your Return(s) for one year after the Return's due date. Your consent to such a discussion is evidenced by checking a box on the Return(s). Unless you tell us otherwise, we will check that box authorizing the IRS or other taxing authority to discuss your Return(s) with us.

Client Record Retention

For each engagement we will provide you a copy of the Return(s), as well as depreciation schedules and other pertinent work papers that should be a part of your books and records. In accordance with our firm's current document retention policy, we will retain our work papers and your Return(s) for seven (7) years. If you should need replacement copies, we will provide additional copies at our standard copying fees. All your original records which you supply to us will be returned to you. After seven (7) years, our work papers and files will no longer be available. Physical deterioration or catastrophic events may shorten the time during which your records will be available. Our firm's copies of Return(s), work papers and files are not a substitute for the original records which should be retained by you or your company. It is agreed and understood that in connection with the performance

of services by Strategis, the work papers prepared by Strategis will remain the property of Strategis and are not a substitute for your own records.

Client Records Request

In the event any client principal requests records you have submitted to us, we are authorized to provide copies of the same in exchange for our standard copying fees.

In the event we receive a subpoena or summons requesting that we produce documents from your engagements, or to testify about your engagements, we will notify you prior to responding if we are legally permitted to do so. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from 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 request. These additional services are not included in our fee for preparation of your Return(s) or other services, and we will render additional invoices for all time and expenses incurred, including any time required to prepare. We may require an advance retainer to cover such fees and expenses.

Privileged Communications

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you if we are legally permitted to do so. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

E-Filing

To lower tax return processing costs, the Internal Revenue Service and various states have enacted regulations requiring all individual income tax returns and most business tax returns that our firm prepares be electronically filed ("e-filed"). The Internal Revenue Service does permit you to elect not to have your Return(s) e-filed. Should you desire not to have your Return(s) e-filed, please notify our firm immediately, so that we may provide you with the form necessary for opting out of the e-file program. Please note that unless you notify us of your desire to not e-file your Return(s), we will prepare your Return(s) to be e-filed.

Please note that although e-filing will require both you and our firm to complete additional steps, the same filing deadlines will apply. You must therefore ensure that you complete the additional requirements well before the due dates in order for our firm to be able to timely transmit your Return(s). E-filing also requires certain additional information for your Return(s) to be successfully transmitted electronically. Accordingly, it is of the utmost importance that you provide us with you complete and accurate tax information as soon as possible to ensure successful electronic transmission.

Our firm must send (transmit) your Return(s) to the taxing authorities (rather than you) using a third-party e-filing vendor. We will provide you with a paper or electronic copy of the Return(s) in draft form for your review prior to electronic transmission. After you have reviewed the Return(s), you must provide us with a signed authorization indicating that you have reviewed the Return(s) and that, to the best of your knowledge, you feel it is correct. We cannot transmit the Return(s) to the taxing authorities until we have the signed authorization. Therefore, if you have not provided our firm with your payment for services and signed authorization three weeks prior to the filing

deadline, we will place your Return(s) on extension, even though it might be substantially completed. In that event, you will be responsible for ensuring that any payment due with the extension is timely sent to the appropriate taxing authorities. You will also be responsible for any additional costs our firm incurs arising from the extension preparation.

Additionally, please note that all tax payment due dates remain the same even if your Return(s) is e-filed. You must ensure that your payment of any tax balance due is timely remitted on or before due date of the Federal and State returns. There are options to pay your balance due using a credit card or electronic funds withdrawal. If you instead choose to pay the balance due by mail, payment must be postmarked on or before the due date to avoid penalties.

Finally, please note that although our firm will use our best efforts to ensure that your Return(s) are successfully transmitted to the appropriate taxing authorities, we will not be financially responsible for electronic transmission or other errors arising after your Return(s) has been successfully submitted from our office.

Economic Nexus

In 2018 a Supreme Court Ruling in South Dakota v. Wayfair, Inc. ("Wayfair") significantly impacted businesses that engage in out-of-state sales (i.e., remote sales). Wayfair opened the door for other states to redefine what is deemed to be "sufficient contact" from a physical presence standard, to a much broader standard that looks at a business' economic presence ("economic nexus") in a given state. How this may impact your business depends on the individual states from which you derive sales and whether they have adopted an economic nexus standard. As our engagements are limited to preparing the income tax Return(s) specified in the **Required Tax Filings** attachment to your engagement letters, our firm is not rendering any services designed to assess your sales and use tax risks and/or potential exposure to substantial ("economic") nexus. ***You understand and acknowledge that you are responsible for compliance with applicable rules associated with the collection and remittance of sales and use tax for the various states in which you do business and for reporting any income sourced in states other than your state of residency.*** If you require our assistance to assess your sales and use tax exposure and how the Wayfair decision may impact your business, please notify us in writing. Any additional services will be covered under a separate engagement letter for these services.

Foreign Reporting Requirements

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts in a foreign country having an aggregate value exceeding \$10,000 at any time during the calendar year, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare the Report of Foreign Bank and Financial Accounts (FBAR) required by the U.S. Department of the Treasury in order for the FBAR to be received by the Department on or before the due date. If you have an FBAR filing requirement, the FBAR filing deadline is April 15th. The FBAR deadline now follows the Federal income tax due date guidance, which notes that if the tax due date falls on a weekend or legal holiday, a return is considered timely filed if filed on the next succeeding date. An automatic 6-month extension will be granted to October 15th of each tax year.

Electronic filing of FBAR reports is mandatory using the Bank Secrecy Act (BSA) e-filing system located on the Financial Crimes Enforcement Network (FinCEN). If you would like our firm to submit your electronic FBAR report (FinCEN Form 114) on your behalf, we must receive a signed consent form (FinCEN Form 114a) from you prior to submitting the foreign reporting form. If you do not provide our firm

with information regarding any interest you may have in a foreign account, or if we do not timely receive your signed authorization to file your foreign reporting form, we will not be able to prepare and file any of the required disclosure statements.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the below categories, or if you have any direct or indirect foreign interests, you may be required to file the following applicable IRS forms.

- You are an individual or entity with ownership of foreign financial assets and meet the specified criteria (Form 8938);
- You are an officer, director or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);
- You are a U.S. transferor of property to a foreign corporation (Form 926);
- You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A); or
- You are a U.S. person with interests in a foreign partnership (Form 8865).

Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the Internal Revenue Service may result in substantial monetary penalties. You are responsible for informing us if you believe that you may have foreign reporting requirements with the U.S. Department of the Treasury and/or Internal Revenue Service and you agree to timely provide us with the information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file, or untimely filing, of any of these forms.

Examinations of Your Return(s)

Your Return(s) may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income, deduction or other items shown on a Return(s). Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. ***You understand that you will be charged an additional fee if we are asked to assist or represent you in a tax examination or inquiry.*** You understand that, in the event of preparer error, you are responsible for additional tax and interest that may be due, but our responsibility is limited to payment of any penalty that the IRS, state or local taxing authorities may assess.

Tax Return Positions

You will contact us immediately if you discover additional information that will lead to a change in your Return(s), or if you receive any letters from the IRS, state or local taxing authorities. Our policy is to put all tax advice in writing, and you agree that you will not rely upon any unwritten advice because it may be tentative, incomplete, or not fully reviewed.

We will use our judgment to resolve questions in your favor where a tax law is unclear or if there is a reasonable justification for doing so. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your Return(s). We will follow whatever position you request, so long as it is consistent with the codes and regulations and interpretations that have been promulgated. If a taxing authority should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional tax assessments, penalties or interest. In the event, however, that

you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur as a result of ceasing to render services.

Substantial Understatement Penalty

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of their tax liability. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your Return(s) or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issue in your Return(s).

Affordable Care Act

Our services for individuals are not designed to address the legal or regulatory aspects of your compliance with the Affordable Care Act. In preparing your individual tax Return(s), we will rely solely on the information you provide us regarding the ACA mandates and you agree to accept full responsibility for the accuracy and completeness of this information, as well as your compliance with the ACA. As such, we will not be responsible for any taxes, penalties, or interest that may be assessed.

For businesses, management is responsible for the design, implementation and administration of applicable policies that may be required under the Affordable Care Act. Our services for businesses are not designed to address the legal or regulatory aspects of your company's compliance with the Affordable Care Act. As we are not rendering any legal services as part of our engagement, we will not be responsible for advising you with respect to the legal or regulatory aspects of your company's compliance with the Affordable Care Act. In preparing your business tax Return(s), we will rely solely on the information you provide us regarding any ACA mandates and you agree to accept full responsibility for the accuracy and completeness of this information, as well as your compliance with the ACA. As such, we will not be responsible for any taxes, penalties, or interest that may be assessed.

Our Fees

Our fees for services will be based in part upon the amount of time required at our standard billing rates for the personnel working on the engagement, plus out-of-pocket expenses. Hourly rates vary depending on the individual providing the services and type and complexity of the service. **All invoices are due and payable upon presentation.** We may bill you on an interim basis prior to completion of the engagement. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1.0% per month. If our invoices are not paid within thirty (30) days from the date of invoice and other mutually agreeable arrangements are not made, we reserve the right to discontinue services and withdraw from any engagement until your account is paid in full. If for any reason the account is turned over to an attorney for collection, you will also be responsible for our reasonable attorney's fees and other collection costs.

In the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Strategis in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

Dispute Resolution

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association (AAA), except that under all circumstances the arbitrator must follow the laws of Florida. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Termination of Services

We have the right to withdraw from any engagement at our discretion if you don't provide us with information we request in a timely manner, refuse to cooperate with our reasonable requests, misrepresent any facts or fail to pay our fees when due. Our withdrawal will release us from any obligation to complete your Return(s) or other work and will constitute completion of our engagement.

You have the right to terminate our engagement at any time by providing us with written notice of termination. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal or your termination of our engagement.

Acceptance of General Terms of Engagement

The foregoing sets forth the general terms and conditions of all engagements with our firm. Our services will be provided in accordance with these General Terms of Engagement, which together with our engagement letters constitute our mutual agreement. ***Please note that you are affirming your understanding of, and agreement to, these terms and conditions by any of the following actions: returning a signed copy of the General Terms of Engagement to our firm, returning a signed engagement letter to our firm, providing your income tax information to us for use in preparation of your Return(s), the submission of the tax Return(s) we have prepared for you to the taxing authorities, or payment of our return preparation fees.***

A copy of the most current version of these General Terms of Engagement is always available on our website for your reference. Additionally, we will provide a copy to you at your request and will also from time to time provide you with the most current version as necessary.

The terms described above are acceptable and are hereby agreed to.

Accepted by:

Client name

Client representative

Title (if applicable)

Date signed