

## **Bobby Medlin CPA Group Master Service Agreement**

This **MASTER SERVICE AGREEMENT** for **ACCOUNTING, ADVISORY** and/or **TAX SERVICES** (this “Master Agreement” or “Agreement”) is entered into as of the date of signature, by and between Bobby Medlin CPA Group and the signor to establish the terms and conditions that shall apply to the relationship between Bobby Medlin CPA Group and the signor, in consideration of certain payments to be made by the signor pursuant to such applicable Statement of Work(s) (“SOW(s)”) and Change Order(s). As used in this Master Agreement and the applicable SOW(s) and Change Order(s): (1) “Bobby Medlin CPA Group” shall mean Bobby Medlin CPA Group, 1301 S Oak St, PO Box 410, California, MO 65018; (2) “Client” shall mean the signor; and (3) “Party” shall mean either Bobby Medlin CPA Group or Client, as appropriate, and “Parties” shall mean Bobby Medlin CPA Group and Client, collectively.

### **AGREEMENT**

- 1. Services.** Bobby Medlin CPA Group agrees to perform the Services for Client as more specifically described in the “Statement of Work” (SOW) and “Change Order”. Unless otherwise stated in writing, Bobby Medlin CPA Group shall solely perform the Services as specified in the SOW and Change Order. Any conflict or inconsistency between the provisions of this Master Service Agreement and any executed SOW or Change Order shall be resolved in favor of the executed SOW or Change Order.
- 2. Term.** This Agreement shall remain in full force and effect and govern Services referenced in the SOW and Change Order until this Agreement is terminated, in writing, or the Parties mutually agree, in writing otherwise.
- 3. Cooperation.** Client shall use its best efforts to assist Bobby Medlin CPA Group in the performance of its obligations under this Agreement and the SOW and Change Order and shall undertake any responsibilities that Bobby Medlin CPA Group requires to complete the Services at its own expense. Client shall make available to Bobby Medlin CPA Group an appropriate representative who shall be authorized to make binding decisions for Client regarding the Services and shall perform or have performed other duties and requirements of Client as set forth in this Agreement or in an applicable SOW or Change Order. Client’s failure to provide the necessary assistance and cooperation may delay Bobby Medlin CPA Group’s ability to complete its services, or may cause Bobby Medlin CPA Group to suspend or disengage from its services, and in any such event Client shall hold Bobby Medlin CPA Group harmless.
- 4. Reliance.** Bobby Medlin CPA Group will rely upon Client in furnishing adequate documentation for Services. The Services will be performed based on information supplied by Client. Bobby Medlin CPA Group may rely on the items supplied by Client with no obligation to independently verify the contents therein. Before Bobby Medlin CPA Group accepts the engagement, Client must inform Bobby Medlin CPA Group of any correspondence Client has received from any taxing or government authority during the past three years. Client shall inform Bobby Medlin CPA Group promptly of any correspondence from any taxing authority related to returns prepared by Bobby Medlin CPA Group. Bobby Medlin CPA Group is not engaged to detect fraud, embezzlement, or any other wrongdoing. We will prepare Client’s tax returns and financial statements based on the information provided by Client. It is Client’s responsibility to provide information that is authentic and accurate, and Bobby Medlin CPA Group will rely upon Client’s representations that the information provided is as such. Preparing a tax return or financial statements according to governing professional standards provides no assurance that the information is accurate or properly recorded according to Generally Accepted Accounting Principles, the accounting standard adopted by the U.S. Securities and Exchange Commission.

## **5. Limitations of Service and Responsibilities.**

**5.1** The Services performed by Bobby Medlin CPA Group for Client represent Bobby Medlin CPA Group's professional judgments and best efforts. Bobby Medlin CPA Group's work often involves application of conflicting authorities and interpretations that present varying possibilities of challenges from the IRS, state taxing authorities, and other agencies. Opinions of various IRS or government personnel and of various courts are often conflicting. Judicial and legislative thought is subject to continual change. Therefore, Bobby Medlin CPA Group can only guarantee its very best efforts to help Client arrive at the lowest legal tax liability. Bobby Medlin CPA Group may encounter instances where the tax law is unclear, or where there may be conflicts between the tax authorities' interpretations of the law and other supportable positions. In those instances, Bobby Medlin CPA Group will inform Client of each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, Bobby Medlin CPA Group will adopt, on Client's behalf, the alternative which Client selects after having considered the information provided, and Client shall hold Bobby Medlin CPA Group harmless as to any resulting tax, interest, or penalty assessed by any tax authority.

**5.2** All work produced during the course of this Agreement is intended for Client's use only. During the course of this engagement, or after its completion, a third party, such as a lender or loan broker, may request written confirmation from Bobby Medlin CPA Group regarding some aspect of Client's finances or those of one or more of Client's shareholders, directors, officers, employees, agents, contractors, representatives, subsidiaries or affiliates. Please be advised that it is the established policy of Bobby Medlin CPA Group not to provide any such written confirmation to third parties, unless authorized to do so by Clients' signed written consent, and that policy shall strictly apply to this engagement relationship.

**5.3** The price for Services does not include any assistance beyond the agreed-upon SOW. Client's returns may be selected for review by one or more than one tax authority. Any proposed adjustments by the examining agent are subject to certain rights of appeal. If Client would like Bobby Medlin CPA Group to provide representation during any such examination and/or any subsequent appeal, or if Client would like Bobby Medlin CPA Group to provide any other services not specifically outlined in this proposal, Client must make that request of Bobby Medlin CPA Group in writing. If Bobby Medlin CPA Group agrees to provide the requested additional services, it will create a Change Order, specifically addressing the same, and, upon Client's signature, will govern Bobby Medlin CPA Group's provision of those additional services. Client understands that Bobby Medlin CPA Group has not, does not, and will not be providing legal advice of any kind. None of the Services shall be deemed legal in nature. Should Client wish to seek legal advice of any kind, they shall have the obligation to seek the guidance of an attorney.

**5.4** Ultimate responsibility for Client's income tax returns is Client's, and all returns should be reviewed carefully prior to signing and filing. Client should retain all the documents, cancelled checks, and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. It is Bobby Medlin CPA Group's policy to retain copies of Client's tax returns for seven (7) years.

**5.5** If Client have derived income from a foreign country, Bobby Medlin CPA Group will use the foreign country income information which Client provides to calculate any applicable federal or state foreign tax credit or other affected federal or state income tax items. However, Client is responsible for meeting any foreign country income tax or other foreign country reporting requirements.

**5.6** If Client has amounts in excess of \$10,000 invested in a foreign country at any time during the year, the IRS requires that Client discloses this on FinCEN Form 114, *Report Foreign Bank and Financial Accounts* (an FBAR) by April 15 of the following calendar year. Without Client's notification of such foreign investments, Bobby Medlin CPA Group will assume that Client does not have any amounts invested over \$10,000 outside the United States. This Agreement does not include preparation of an FBAR. Failure to timely file FinCEN Form 114 carries substantial penalties.

**5.7** Under § 6039F U.S. persons who receive gifts totaling more than \$100,000 in the aggregate from nonresident aliens or foreign estates must report the gifts in excess of \$100,000 on Form 3520, *Annual Return to Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts*. A foreign gift is any amount received from a person other than a U.S. person that is treated as a gift or bequest by the recipient. The gift recipient must report on an annual basis on Form 3520, which requires information necessary to determine whether a purported gift is properly classified as a gift or income. Form 3520 must be filed by the 15<sup>th</sup> day of the fourth (4<sup>th</sup>) month following the end of the U.S. person's tax year, but is not filed with the taxpayer's income tax return. Substantial penalties for failure to timely file Form 3520 are imposed.

**5.8** Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that Bobby Medlin CPA Group shall not be responsible for, and this Agreement does not cover, any services related to the reporting or submission of beneficial ownership information required under the Corporate Transparency Act (31 U.S.C. § 5336) or any other related regulatory or legal requirements.

**5.9** The Client acknowledges and agrees that it is solely responsible for compliance with the Corporate Transparency Act and any other applicable laws or regulations regarding beneficial ownership information. Bobby Medlin CPA Group shall have no liability or obligation to the Client with respect to the Corporate Transparency Act unless explicitly agreed upon in a Statement of Work or Change Order signed by the Client.

## **6. Invoices/Payment.**

**6.1** By signing this agreement, Client indicates their acceptance of the SOW and Change Order, or until other circumstances dictate re-evaluation. Client agrees to provide Bobby Medlin CPA Group with all information necessary to complete the described work, according to timeframes that will be established at the onset of this engagement. Client acknowledges that if needs for services outside the scope of this arrangement arise, they will be priced separately from these services.

**6.2** After the initial year and each year thereafter, Bobby Medlin CPA Group will review the Statement of Work to evaluate mutual satisfaction of the arrangements and work with Client to make any necessary changes, presenting a Change Order for Client's approval and the resulting, revised SOW with the Change Order items included.

**6.3** The price is based on anticipated cooperation from Client's personnel, and the assumption that unexpected circumstances will not be encountered during the work performed. If such unexpected circumstances cause Client's price to increase, Bobby Medlin CPA Group will discuss the changes with Client and agree to a new price before proceeding with services. Should a new price be agreed to, Bobby Medlin CPA Group will request that Client sign a Change Order signifying the new Agreement. Services that are out-of-scope of the original SOW will require a Change Order.

**6.4** If Client's situation requires the filing of additional state income tax returns over those filed in the prior year, a price will be invoiced for each additional state tax return, and Client consents to this additional price without the execution of a Change Order.

**6.5** Late fees of 18% per annum will apply to all accounts outstanding more than 30 days from the date of billing.

**6.6** An additional fee of up to 3.5% will be charged for credit card payments. No fees are charged when paying via ACH or check.

**6.7** Bobby Medlin CPA Group's preferred method of receiving and delivering documents is with Liscio. If mail is requested as the method of delivery, Bobby Medlin CPA Group will invoice for the cost of postage or a flat fee of \$10, whichever is greater.

**7. Expenses.** Client shall reimburse Bobby Medlin CPA Group for all reasonable out-of-pocket expenses paid on Client's behalf ("Expenses"). Bobby Medlin CPA Group shall obtain Client's prior written approval for any out-of-pocket Expense which is anticipated to exceed \$200.

## **8. Data Security/Client Confidentiality.**

**8.1** Bobby Medlin CPA Group is prohibited from providing confidential information or copies to anyone other than Client without specific, written or verbal authorization. Please expect to provide that written or verbal authorization before Bobby Medlin CPA Group will release any of Client's confidential information to a third party.

**8.2** In the event Bobby Medlin CPA Group is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information it obtained and/or prepared during the course of this engagement, Client agrees to compensate Bobby Medlin CPA Group in connection with such response, and to reimburse Bobby Medlin CPA Group for all its out-of-pocket costs incurred in that regard.

**8.3** To assist in keeping Client's information and communications with Bobby Medlin CPA Group private, Bobby Medlin CPA Group has implemented the use of a secure client portal, Liscio, which can be accessed through Bobby Medlin CPA Group's website. This client portal can be used to upload information and to download documents prepared by Bobby Medlin CPA Group.

**8.4** Bobby Medlin CPA Group may communicate with Client and/or store engagement data via email, portals, cloud platforms, or other digital means. Bobby Medlin CPA Group and any of its third-party vendors will maintain reasonable measures to safeguard communications and engagement data in those environments. Notwithstanding those measures, there exist inherent risks that data may be breached, and in the specific case of email, messages may be undelivered, or intercepted or used by, disclosed to, or shared with an unintended third party. Client accepts those risks and authorize Bobby Medlin CPA Group to proceed with the aforementioned messaging and digital activities. Further, Bobby Medlin CPA Group advises Client to make use of Bobby Medlin CPA Group's portal ("Liscio") as the most secure means of digitally transmitting confidential, proprietary, and personally-identifiable information. Client agrees to hold Bobby Medlin CPA Group harmless as to any adverse consequence sustained as a result of sharing its data not in accordance with Bobby Medlin CPA Group's advice, or from any other data breach in connection with this engagement, except to the extent determined to have been caused by Bobby Medlin

CPA Group's gross negligence or willful misconduct. In the event of a data breach, each Party agrees to notify the other in the most expedient time possible and without unreasonable delay.

**9. Confidentiality After Termination.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**10. Limitations of Liability.** Any litigation arising out of this engagement, except actions by Bobby Medlin CPA Group to enforce payment of its professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary. In the event of litigation brought against Bobby Medlin CPA Group, any judgment Client obtains shall not exceed the amount of the price charged by Bobby Medlin CPA Group, and paid by Client, for the services set forth in a SOW or Change Order. In no event will Bobby Medlin CPA Group be responsible for any additional tax or interest that may be assessed against Client. In no event shall Bobby Medlin CPA Group be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit or similar damages relating to the Services provided under this Agreement, except to the extent determined to have resulted from the willful misconduct or fraudulent behavior of Bobby Medlin CPA Group.

**11. Interruption of Service.** Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, epidemics, acts of war, fire, insurrection, laws, proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for time equal to the period of such excusable interruption.

**12. Termination of Contract.** This Agreement may be terminated at will by either Party upon thirty (30) days written notice, but may be terminated immediately by Bobby Medlin CPA Group upon written notice for non-payment of fees, or if, in the sole discretion of the either party, any continuation of the Agreement would be contrary to law or professional standards, or otherwise harmful or improper. Fees paid to Bobby Medlin CPA Group prior to any termination under this Agreement are non-refundable. If Bobby Medlin CPA Group withdraws from one or more SOW or Change Order, Bobby Medlin CPA Group will send Client a final billing, and Bobby Medlin CPA Group will then have no further obligation to complete the Services. Client agrees to pay any outstanding balances at the point of any termination. Should Bobby Medlin CPA Group have to pursue Client for any unpaid balance, Client shall owe to Bobby Medlin CPA Group any and all costs and fees, including reasonable attorney fees associated with the collection of any delinquent balance owed by Client.

**13. Resolution of Disputes.**

**13.1** In the event that Bobby Medlin CPA Group is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate, incomplete, or misleading information that Client provides to Bobby Medlin CPA Group during the course of this engagement (with or without Client's knowledge or intent), Client agrees to indemnify Bobby Medlin CPA Group, defend it (with counsel of Bobby Medlin CPA Group's choosing), and hold it harmless as against such obligation.

**13.2** You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Moniteau by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Missouri law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

**13.3** In the event a dispute arises at any time between the Parties which cannot be resolved through discussion or mediation, the Parties agree to submit the entire dispute to binding, non-public arbitration. The arbitration shall take place in the offices of the arbitrator, or at a mutually agreeable location. The rules under which the arbitration shall take place shall be the rules of the American Arbitration Association or other such alternative dispute resolution procedures as agreed upon by the Parties. Any statements made in preparation for, or the conduct of, the actual arbitration shall be confidential and the Parties agree not to use any such statements in any other matter, including any litigation between the Parties and other third-parties not a party to this agreement. Unless otherwise agreed, the Parties agree that no depositions shall proceed in connection with the arbitration and that only requests for the production of documents shall be used as a discovery device in the arbitration. Moreover, unless otherwise agreed, the Parties agree that an arbitration of the dispute shall take place no later than six (6) months after service of a demand for arbitration on the other Party. Each Party will bear its own costs, except that the Parties will share equally any charges assessed by the mediation organization.

**13.4** If any dispute over fees charged by Bobby Medlin CPA Group to Client, both Parties agree the dispute will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, BOTH PARTIES ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY BOBBY MEDLIN CPA GROUP, EACH PARTY IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD BOTH PARTIES ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

**14. Applicable Law.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute that arises out of this Agreement shall be resolved solely in Moniteau County, Missouri.

**15. Record Retention.** It is Bobby Medlin CPA Group's policy to keep records related to this engagement for seven (7) years, after which time it will commence the process of destroying the contents of its engagement files. To the extent Bobby Medlin CPA Group accumulates any of Client's original records during the engagement, Client will be notified when those documents are ready to be returned, and Client will make arrangements with Bobby Medlin CPA Group to retrieve such records within a timeframe of thirty (30) days. Any original records remaining in Bobby Medlin CPA Group's possession after thirty (30) days will be securely destroyed. The entirety of Bobby Medlin CPA Group's engagement file is Bobby Medlin CPA Group's property, and it will provide copies of such documents at its discretion and if compensated for any time and costs associated with the effort.

**16. Modifications.** Bobby Medlin CPA Group reserves the right to change or modify the terms of this Master Service Agreement upon written notice to Client. All such changes shall be effective immediately; provided, however, for existing customers, such modified Terms of Service, unless

otherwise stated, shall be effective upon the later of (i) upon the renewal of the subscription term for any subscription-based Services or (ii) thirty (30) days after posting with respect to all other Services. Continued use of the Services following the effective date of any changes constitutes Client's acceptance of the changes but does not affect the foregoing right of termination. For purpose of this Section, the posting of an updated copy of this Agreement to the Services shall constitute written notice of the change(s) to this Agreement.

**17. No Hire.** During the Term and for two (2) years after expiration or termination of this Agreement, neither party nor any of their legal entities shall for any reason solicit for employment, or attempt to employ any person employed or hired by the other party, without payment in advance to the other party of liquidated damages, which both parties agree is a fair estimate of loss in the event of such a hiring and not a penalty, in the amount of 25% of the first year compensation paid to such person(s).

**18. Miscellaneous.**

**18.1** An electronic copy of completed work will be provided to Client as part of this Agreement. If you have not specified otherwise, completed work and source documents will be available with Liscio.

**18.2** Notices. Except as otherwise provided herein, notices under this Master Service Agreement will be deemed to be sufficiently given, effective on the date received, when delivered personally, by overnight express, nationally recognized courier services, or three (3) business days after mailing when sent by certified or registered mail, postage prepaid. Notice required to be given to Client hereunder will be sent to the address specified in the Order at the attention of Client's designated contact person. Notice required to be given to Bobby Medlin CPA Group should be sent to Client's designated Bobby Medlin CPA Group team member at the address provided in the Order.

**18.3** Electronic Notices. Client consents to receive from Bobby Medlin CPA Group communications including notices, agreements, legally required disclosures or other information in connection with the Services electronically. Bobby Medlin CPA Group may provide such notices by posting them on the Services or at the email address Client provided to Bobby Medlin CPA Group. If Client desires to withdraw consent to receive notices electronically, Client must discontinue use of the Services.

**18.4** By signing this Master Service Agreement, Client authorizes Bobby Medlin CPA Group to file an extension should the situation warrant. Accurate calculations of payment due with extensions will not be guaranteed without timely receipt of Client's complete tax information.

**18.5** If all information necessary to complete Client's tax returns is not provided to Bobby Medlin CPA Group thirty (30) days prior to the tax return filing due date, Bobby Medlin CPA Group will invoice for filing an extension on Client's behalf.

**18.6** If an extension is filed, all information to prepare Client's returns must be received no later than seventy-five (75) days prior to the extended filing due date of a tax return. Should information not be received seventy-five (75) days prior to the extended filing due date, Client's tax return price will increase by 25%, unless prior arrangements have been made. Receipt of partial information does not constitute all information. Client agrees to contact Bobby Medlin CPA Group to discuss any circumstances beyond Client's control which would prohibit Client from providing all information within

the aforementioned timeframe. This policy will be strictly enforced due to scheduling and staffing logistics.

**18.7** Client may not assign this Agreement or the license granted hereunder without Bobby Medlin CPA Group’s prior written consent. Bobby Medlin CPA Group’s failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those, or any other rights.

**18.8** The terms of this Agreement are effective for any dependent’s or entity tax returns as listed on the Statement of Work.

**18.9** If any part of this Agreement is found unenforceable by a court of competent jurisdiction, such provision(s) will be ineffective to the extent of the court’s ruling and the remainder of this Agreement will remain in full force and effect. The waiver by a Party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. The Parties’ relationship is that of independent contractors. Neither Party is an agent for the other, nor does either Party have the right to bind the other to any agreement with a third Party. The captions used in this Agreement are for convenience only and are not binding.

**18.10** This Master Service Agreement is a contract, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this agreement supersede any prior oral or written representations or commitments by, or between, the Parties. Any material changes or additions to the terms set forth in this agreement will only become effective if evidenced by a written amendment to this agreement, signed by all Parties.

If, after full consideration and consultation with counsel if so desired, Client agrees that the foregoing terms shall govern this engagement, please sign this agreement in the space provided and return the original document to Bobby Medlin CPA Group.

Agreed and Accepted:

<b>Print Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
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Agreed and Accepted:

<i>/s/ Bobby Medlin CPA Group</i>			14 August 2024
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<b>Bobby Medlin CPA Group</b>			<b>Date</b>
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