

References to Client in these General Terms and Conditions shall refer to “you”, “Company”, “Client” or other term used in the engagement letter to refer to the individual(s) or entity(ices) for whom the services are being performed and the individual(s) or entity(is) who signed the engagement letter.

**Client Representations:** Client acknowledges that as a condition of Dunn and Associates’ engagement, Client agrees to the best of Client’s knowledge and belief to be truthful, accurate, and complete in making oral or written representations to Dunn and Associates during its engagement and in any written representations that may be required at the conclusion of the engagement. Because of the importance of management’s representations to the services, Client shall be responsible for any and all claims, liabilities, damages, and costs relating to Dunn and Associates’ services arising out of or caused by any misrepresentations by Client’s management, personnel or representatives.

**Invoicing:** Invoices that are not paid in full within thirty (30) days after receipt of the invoices shall be subject to interest of 1.5% per month (18% annual percentage rate), computed from the date of the invoice until paid. Client shall reimburse Dunn and Associates for reasonable costs and attorneys’ fees incurred by Dunn and Associates should it prevail in proceedings to collect fees due from Client to Dunn and Associates.

**Confidentiality:** Dunn and Associates agrees that any confidential information received from Client (“Client information”) will be kept confidential and Dunn and Associates will not disclose any Client information to any third party except as permitted in this Agreement including, but not limited to, the Use of Third Parties, Third-Party Requests and Electronic Signatures, Transmissions & Storage sections of these General Terms and Conditions, or with Client’s prior written consent.

**Use of Third Parties:** Client acknowledges that we may use third-party service providers, subcontractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, “external party” or “external parties”), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm’s customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information. In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

**Third-Party Requests:** In the event Dunn and Associates is required pursuant to law, regulation, subpoena or applicable professional standards and/or rules to produce Client information or Dunn and Associates’ personnel as witnesses including in connection with any legal or regulatory action or proceeding involving or relating to any services provided by Dunn and Associates (collectively, a “Demand”), Dunn and Associates shall, to the extent legally permissible, notify Client promptly of the Demand to allow Client to seek a protective order or other relief, unless the Demand is made pursuant to regulatory oversight applicable to Dunn and Associates. Client shall reimburse Dunn and Associates for its professional time, expenses (including reasonable attorneys’ fees), costs and/or losses incurred in connection with a Demand or in connection with any other production of Client information authorized or requested by the Client, provided Dunn and Associates is not a party to the proceeding or the subject of the investigation in which the information is sought.

**Record Retention:** Dunn and Associates’ working papers, records and other file materials (collectively, “files”) are Dunn and Associates’ property and are not a substitute for Client’s own records. It is Client’s responsibility to retain copies of its own records and any Client deliverables provided by Dunn and Associates. Dunn and Associates shall not store any Client documentation or Client deliverables for Client, including documents contained in any Dunn and Associates portal. Client agrees that Dunn and Associates shall not be liable to Client for the destruction of Dunn and Associates’ files including any Client documentation.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm’s record retention policy and any applicable legal and regulatory requirements

**Non-Solicitation:** In the event Client hires a Dunn and Associates employee/partner, Client will pay a fee equal to one time(s) that individual's total annual compensation (which shall be payable at the time of employment), provided however, that such fee shall not apply when the individual is hired with Dunn and Associates' express written consent.

**Limitations:** Client agrees that Dunn and Associates' and its personnel's maximum liability to client and client's personnel for any acts or omissions (including negligent acts and omissions) by Dunn and Associates (including its affiliates and/or subcontractors) and/or its personnel arising out of or related to this agreement, or any services provided to client will be limited to the amount paid for the services that give rise to the liability. This limitation shall not apply to the extent it is determined that the loss was caused by Dunn and Associates' gross negligence or willful misconduct.

Except for the indemnification obligations set forth herein, in no event shall either party be liable to the other party or its personnel for any consequential, incidental, indirect, punitive or special damages, including any amount for loss of profit, data or goodwill, whether the likelihood of such loss or damage was contemplated. Any claim or proceeding, regardless of its form, arising out of or related to this agreement or any services provided to client must be asserted by client within one (1) year from the engagement termination event (as defined in the term & termination section below), and shall be barred thereafter without regard to any other limitations period set forth by law or statute.

**Use & indemnification:** The services, work product, deliverables, advice and/or recommendations (collectively, "deliverables") provided under this agreement are for the use and benefit of the client only. Accordingly, client shall indemnify and hold harmless Dunn and Associates, its affiliates and its personnel from and against any and all claims (including claims by client's affiliates, members and/or partners) and resulting damages, liabilities or losses (including costs and legal fees) arising out of or related to a third party's use or reliance on the deliverables or the services provided to the client.

**Proprietary Information:** 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.

**Management's Responsibilities:** The services will be rendered using Dunn and Associates' professional judgment and will be guided by the relevant tax rules of the jurisdictions covered by this Agreement. Client acknowledges and agrees that Dunn and Associates shall not be liable, to any extent, for any assessments of tax, interest, or penalties resulting from tax positions taken. Client is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the services provided under this Agreement; and for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

**Investment Advice:** The services in no way include investment advice, as Dunn and Associates does not, and will not, provide investment advice. Client acknowledges that any advice received from Dunn and Associates will not be understood or used by Client as investment advice. Dunn and Associates is not a registered investment adviser and, therefore, will not give advice with respect to investments made or maintained by Client, or otherwise.

**Electronic Signatures, Transmissions & Storage:** An electronic, digital or electronically transmitted signature will be deemed an acceptable original. Client authorizes Dunn and Associates to transmit or receive documents and Deliverables through the Dunn and Associates portal(s). The Dunn and Associates portal(s) is subject to its terms of use and is intended solely to accommodate Client (and Client alone will be given access). Client is not authorized to grant access to the Portal site to any third party. Notwithstanding anything else to the contrary herein, Dunn and Associates and Client acknowledge that they may use e-mail, facsimile and/or other electronic means (including commercial services for data processing, cloud storage, data or document storage, cloud computing and/or file sharing) to communicate, transmit, share and store documents under this Agreement. Each party accepts the inherent risks associated with the use of electronic means to communicate, transmit, share and store information.

If Client requests that Dunn and Associates utilize Client's cloud-based or web-accessed hosting service or other third-party system including without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client shall be responsible to ensure that either it or the third party complies with all applicable laws relating to the Cloud Storage and protects the information from any

unauthorized access. Client represents that it has authority to provide Dunn and Associates access to information in the Cloud Storage.

**Client Data Privacy:** The privacy of your information is very important to us, and we have always been bound by professional standards of confidentiality. We are now required by law to inform you of our privacy policy. The following is our privacy policy, Compliance with the Gramm-Leach Bliley Act, Public Law 106-102 (FTC 16 CFR part 313): We collect nonpublic personal information about you that is provided by you or obtained by us with your authorization. This information may come from various sources, including information we receive from personal interviews, tax organizers, worksheets, letters, emails and other documents necessary to provide professional services to you.

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted or required by law, or when necessary to process transactions requested by you.

We restrict access to nonpublic personal information about you to members of our firm who need to know that information in order to provide you professional services. We retain records relating to the professional services that we provide you in accordance with regulatory and ethical guidelines, standards and regulations. We employ physical, electronic, and procedural security safeguards to protect your nonpublic information. We periodically dispose of records through a certified destruction process or through shredding based on our records retention policy.

Your confidence and trust are important to us. If you have any questions or concerns regarding the privacy of your nonpublic personal information, please contact us directly.

The Dunn and Associates Client Data Privacy Statement is incorporated herein by reference and applies to the extent Dunn and Associates processes personal data that is subject to the data protection laws as set forth therein.

**Referrals:** In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, 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 suitability of any product we refer to you or that you separately retain.

**Conflicts of Interest:** If we, in our sole discretion, believe a conflict of interest 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 terminate our services without issuing our work product.

**Choice of Law:** This Agreement, and any claims, arising out of or related to this Agreement or any services provided to the Client, (including but not limited to claims arising in contract, tort, fraud, statute or otherwise) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law provisions.

**Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to the services or the performance or breach of this Agreement (including disputes regarding the termination, validity, interpretation or enforceability of this provision) or any prior services or agreements between the parties shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("IICPR") Rules for Non-Administered Arbitrations in effect on the date of this Agreement (unless those rules are inconsistent with this clause in which case this clause shall govern) by a panel of three arbitrators to be selected in accordance with the screened selection process provided for in such rules provided, however, the two party-appointed arbitrators shall select the third arbitrator who shall be a retired Judge and does not need to be on the IICPR's list of arbitrators. The arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be confidential, and any award shall be binding and final. In agreeing to arbitration, the parties acknowledge that in the event of any dispute (including a dispute over fees) the parties are giving up the right to have the dispute decided in a court of law before a judge or jury and instead the parties are accepting the use of arbitration for resolution. The arbitration panel shall have no authority to award punitive damages, damages that are inconsistent with those damages allowed under this Agreement, or a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All fees and expenses for the arbitrators, meeting and hearing facilities and hearing transcripts shall be split evenly 50% by the claimant(s) and 50% by the respondent(s), with any division among claimants or respondents to be decided by each side respectively as the case may be. No neutral experts shall be appointed by the arbitration

Panel. At the initial pre-hearing conference, the arbitrators shall (a) require that the parties exchange (i) a good faith calculation of claimed damages or counterclaimed damages, (ii) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, and (iii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim; and (b) determine the number of depositions to be permitted taking into consideration the nature of the claims. Third-party subpoenas seeking documents and/or testimony shall be permitted. Unless the parties agree otherwise or the arbitrators determine that proceedings should be bifurcated in some manner, absent extraordinary circumstances, the arbitration hearing shall be held on consecutive hearing days. In the event it is necessary to confirm the arbitration award in court, the costs of such confirmation proceedings, including attorneys' fees, incurred by the party seeking confirmation shall be borne entirely by the party against whom enforcement is sought.

**Term & Termination:** This Agreement applies to all services performed at any time (including before the date of this Agreement) arising out of or related to the subject matter of this Agreement. This Agreement shall terminate and the services shall be deemed concluded, upon (a) delivery of the work product for which Dunn and Associates has been engaged; (ii) if no work product is delivered, the last date on which services were provided; (iii) either party's written termination effective upon 30 days written notice; or (iv) Dunn and Associates' termination, effective immediately upon written notice to Client if (a) Dunn and Associates determines in its professional judgment that it is unable to complete the services in accordance with applicable law or professional standards, (b) for reasonable cause (including failure to provide the information or cooperation necessary for successful performance of the services), or (c) if Client's account becomes overdue. Each of (in)-(iv) above shall be referred to as an "Engagement Termination Event." Client will be obligated to compensate Dunn and Associates for the time expended and to reimburse Dunn and Associates for all expenses and out-of-pocket costs incurred up to and including the effective date of the Engagement Termination Event.

**Miscellaneous:** The provisions of this Agreement that give either of the parties' rights or obligations beyond its termination shall survive termination of this Agreement.

This Agreement is the complete and exclusive statement of agreement between the parties, and it replaces and supersedes all proposals, communications and agreements between the parties, whether written or oral, related to the subject matter and time periods referenced in this Agreement, including any prior agreement Dunn and Associates may have entered into related to the confidentiality of information provided by Client to Dunn and Associates. No terms and/or conditions contained in any "shrink-wrap," "click-wrap" or "click-through" license or agreement, or similar electronic notification shall be of any force or effect, nor shall any terms and conditions contained on Client's website, invoice, purchase order, billing, payment or similar transactional documentation be deemed to amend or supplement this Agreement. If any provision of this Agreement is found to be invalid, then such provision will be modified to reflect the parties' intention as closely as possible without being unenforceable, and all remaining provisions of this Agreement shall remain in full force and effect.

**Electronic Record and Signature Disclosure:** From time to time, Dunn and Associates (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your email or client portal. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting Paper Copies:** At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through email or the client portal for a limited period of time after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$2.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing Your Consent:** If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of Changing Your Mind:** If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we

receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must contact Dunn and Associates in writing by email or postal mail with your request.

**All notices and disclosures will be sent to you electronically:** Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Dunn and Associates:** You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- To advise Dunn and Associates of a change in legal/mailing or e-mail address (email address is used as main communication for client portal access, electronic notices and disclosures), you must send an email message to us at and in the body of such request, you must state: your name, previous legal/mailing or e-mail address, your new legal/mailing or e-mail address.

**Limitations on Oral and Email Communications:** 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.

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.

**To request paper copies from Dunn and Associates:** To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e- and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**Acknowledging your access and consent to receive materials electronically:** To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

\_\_\_\_\_ I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

\_\_\_\_\_ I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

\_\_\_\_\_ Until or unless I notify Dunn and Associates as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dunn and Associates during my relationship with you.



## **Privacy Statement**

The privacy of your information is very important to us, and we have always been bound by professional standards of confidentiality. We are now required by law to inform you of our privacy policy.

The following is our privacy policy, Compliance with the Gramm-Leach-Bliley Act., Public Law 106-102(FTC 16 CFR part 313):

We collect nonpublic personal information about you that is provided by you or obtained by us with your authorization. This information may come from various sources, including information we receive from personal interviews, tax organizers, worksheets, letters, emails and other documents necessary to provide professional services to you.

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted or required by law, or when necessary to process transactions requested by you.

We restrict access to nonpublic personal information about you to members of our firm who need to know that information in order to provide you professional services. We retain records relating to the professional services that we provide you in accordance with regulatory and ethical guidelines, standards and regulations. We employ physical, electronic, and procedural security safeguards to protect your nonpublic information. We periodically dispose of records through a certified destruction process or through shredding based on our records retention policy.

Your confidence and trust are important to us. If you have any questions or concerns regarding the privacy of your nonpublic personal information, please contact us.