

Terms & Conditions

This document is part of each engagement letter with Nelson Tax & Accounting and are incorporated herein by reference. These terms and conditions play a pivotal role in establishing the contractual framework for the provision of services. By accessing and utilizing our services, users agree to abide by the terms and conditions outlined herein. These terms serve as the governing rules and regulations that define the rights, responsibilities, and obligations of both parties involved in the contractual relationship—our organization as the service provider and the users as the recipients of the services. The terms and conditions articulate the scope of services, payment terms, confidentiality obligations, dispute resolution mechanisms, and other essential aspects that collectively form the contractual agreement. As such, any engagement with our services is contingent upon the acceptance and adherence to the terms and conditions, creating a legally binding contract that safeguards the interests of all parties involved.

Client Responsibilities

With respect to the Tax Preparation and / or planning services, we will rely upon the completeness and accuracy of the information and representations you provide to us to prepare your tax returns. We have not been engaged to and will not prepare financial statements. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information. You agree to indemnify and hold us harmless with respect to any and all claims arising from the use of these tax preparation services by unauthorized third parties regardless of the nature of the claim, including negligence of any party.

We will prepare your tax returns solely for filing 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, either to obtain credit or for any other purpose.

What We Need From You

To perform our services, we will need to obtain information on a timely and periodic basis from you and/or your company. You agree to provide us with complete copies of previously filed tax returns, supporting schedules, the accounting files and any other records or information that we may request, either at the inception or during the course of the engagement.

You have final responsibility for the accuracy of these tax preparation services. We will provide you with a copy of your deliverables for review prior to finalization, if requested. You agree to review and examine deliverables carefully for accuracy and completeness.

Services Outside the Scope of this Letter

You may request that we perform additional services at a future date not included in this engagement letter. If this occurs, we will communicate regarding the scope and estimated cost of these additional services. Engagements for additional services will make it necessary for us to issue a separate engagement letter to reflect the obligations of both parties.

Nelson Responsibilities

What We Will Do

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will

follow the position you request, provided it is consistent with our understanding of tax reference materials. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, penalties, interest, and related professional fees.

In many cases, tax law is quite clear, but a taxpayers fact pattern or actual events may not fit the law directly. In this case, we will also use our judgement to resolve the matters in your favor, again provided that we have a reasonable belief that there is substantial authority to do so. In many cases, we may not be fully aware of all the facts that may affect the outcome. In this case, we cannot provide any certainty that your position will ultimately prevail if challenged by the taxing authorities.

If for any reason we are unable to complete the engagement, we will not issue the tax return.

What We Will Not Do

We will make no attempt to adjust the records to reflect Generally Accepted Accounting Principles or to reflect proper tax record keeping. We will not audit or verify the data you submit. We may provide reports that contain portions of financial information; these reports are for internal management use only. We will not provide any financial statements and will not perform any compilation, review, or audit of any of the financial information. We do not, at any time, provide legal services, of any type. Rather, you will receive an engagement letter from our law firm that will perform those services. We have not been requested to discover errors, misrepresentations, fraud, illegal acts or theft. Therefore, we have not included any procedures designed or intended to discover such acts, and you agree we have no responsibility to do so.

Error, fraud, or theft

Our engagement does not include any procedures designed to discover errors, fraud or theft. 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 alone are responsible for developing and implementing internal controls applicable to your operations.

Government inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request that we assist you in responding to such an inquiry. If you ask us to represent you, we will confirm this in a separate engagement letter and delineate how additional charges for this service will be calculated.

Responding to Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. 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 and we are not prohibited from doing so by law or regulation, we agree to inform you of such summons or subpoena as soon as practical.

You may, within the time frame permitted for our firm to respond to any request, initiate such legal action as you deem appropriate at your own 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 request. If we are not a party to the proceedings 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 counsel incurred in responding to such requests.

We will return any original records and documents you provide to us by the conclusion of the engagement. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 30 days.

If you would like us to keep a permanent file of your important records, we will do so by separate engagement.

If we receive a request for copies of selected internal firm documents, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such a request 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 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.

If we are not a party to the proceedings 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.

Responding to Outside Inquiries

We may receive requests for information in our possession arising out of this engagement. The requests may come from governmental agencies, courts, or other tribunals. If permitted, we may notify you of any request for information prior to responding. In certain proceedings, an accountant-client privilege may exist. You agree that we are not under any obligation to assert any privilege to protect the release of information. You may, prior to our response to any request, initiate legal action to prevent or limit our response. Unless you promptly initiate such action after we notify you at your last known address, as reflected in our files, we will release the information requested.

International Tax Work

The firm may from time to time, and depending on the circumstances, use third-party service providers to assist with preparation of your tax return(s). As a result, we may share confidential information about you with these preparers, but we remain committed to maintaining the confidentiality and security of your information. We will remain responsible for the information you provide to us.

Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

The taxpayer authorizes that any and all information furnished to us for or in connection with the preparation of tax returns under this engagement letter may be disclosed to our full-time staff at FutureProGlobal, located outside the United States, engaged directly or indirectly in preparation of tax returns. Disclosures under this paragraph may consist of all information contained in tax returns. If you

wish to request a limited disclosure of tax return information, **do not sign this agreement and inform us immediately.**

Penalties and Interest Charges

Federal, state, and local 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, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

Client Privilege

Internal Revenue Code §7525, Confidentiality Privileges Related to Taxpayer Communication, provides a limited confidentiality privilege applying to tax advice embodied in taxpayer communications with federally authorized tax practitioners in certain limited situations.

This privilege is limited in several important respects. For example, the privilege may not apply to your records, state tax issues, state tax proceedings, private civil litigation proceedings, or criminal proceedings.

While we will cooperate with you with respect to the privilege, asserting the privilege is your responsibility. Inadvertent disclosure of otherwise privileged information may result in a waiver of the privilege. Please contact us immediately if you have any questions or need further information about this federally authorized practitioner-client privilege.

Spousal Confidentiality

If tax returns are prepared in connection with this engagement and 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 there is no expectation of privacy from the other concerning our services in connection with this Agreement. We are at liberty to share with either of you, without prior consent of the other, documents and other information concerning the preparation of your tax returns.

Nelson Intellectual Property and Confidentiality

You agree to keep all matters and all tax strategies strictly confidential. Many of our agreements, checklists, and templates are proprietary and you understand that they have significant value. If leaked to the public, we would lose many significant competitive advantages and a substantial amount of money and profits. See “Proprietary Information” below for more details.

You agree that you shall not, without the prior written consent of Nelson Tax & Accounting, disclose, reproduce, or use for any purpose other than as expressly authorized by us. In the event of any unauthorized disclosure or use of Confidential Information by you or and of your representatives, you shall be liable for all damages incurred by the Disclosing Party as a result of such breach. Damages for breach of this confidentiality obligation shall include, but not be limited to, actual damages, consequential damages, and any legal fees and costs incurred by the Disclosing Party to enforce its rights under this Agreement. In addition to damages, the Disclosing Party shall be entitled to seek injunctive relief to prevent any further unauthorized disclosure or use of Confidential Information.

The confidentiality obligations set forth in this Agreement shall continue for a period of [insert duration] years from the date of disclosure of the Confidential Information. The obligations of confidentiality and the provisions regarding damages shall survive the termination or expiration of this Agreement.

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 or 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, except to the extent caused by our gross negligence or willful misconduct, 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 engagement letter.

Privacy Policy

In accordance with the Federal Trade Commission rule, Privacy of Consumer Financial Information, we are required to inform you of our policy regarding privacy of client information.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us from third parties with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees and related entities, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

Electronic Data Communication and Storage

In the interest of facilitating our services to your company, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access of data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation software. 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 data access secure in accordance with our obligations under applicable laws and professional standards, and we require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications during this engagement.

Client Portal

To enhance our services to you, we will utilize Corvee, Karbon, Doc.it. and Rally Legal, all are collaborative, virtual workspace in a protected, online environment. These software's permit real-time collaboration across geographic boundaries and time zones and allows our firm and you and your company to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use each software, you may be required by the provider to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of the individual software's and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of such.

Our firm 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 our firm.

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 damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Other Terms & Conditions

Conflicts of Interest

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.

Mediation

If a dispute arises out of or relates to the Agreement, 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 Minnesota.

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.

Governing Law

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Minnesota, as such laws are applied to agreements entered into and to be performed entirely within the governing state between the governing state residents.

Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in the governing state, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in the governing state,, such personal jurisdiction shall be nonexclusive.

Government inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request that we assist you in responding to such an inquiry. If you ask us to represent you, we will confirm this in a separate engagement letter and delineate how additional charges for this service will be calculated. In addition, there may be some services we may not be able to provide such as IRS representation and resolution services.

Limitation of Liability

OUR LIABILITY FOR ALL CLAIMS, DAMAGES, AND COSTS ARISING FROM THIS ENGAGEMENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO PROVIDENCE TAX & ADVISORY FOR SERVICES RENDERED UNDER THIS AGREEMENT. In the event of a claim by a third party relating to services under this letter, you will indemnify us from all such claims, liabilities, costs and expenses, except to the extent determined to have resulted from our intentional or deliberate misconduct.

Limitation of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDECE TAX & ADVISORY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE EVEN IF WE HAVE BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES.

Termination

We reserve the right to withdraw from this engagement without rendering services for any reason, if you fail to comply with the terms of this engagement letter, if you disagree with our recommendations regarding our scope and services, or if we determine professional standards required for our withdrawal for any other reason.

At the completion of our engagement, the original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies are not to be distributed without our prior written consent.

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 engagement letter.

Refund & Dispute Policy

Due to the nature of the products and services that we offer, including, but not limited to, the time that we will invest in your specific client file, we do not offer refunds for any of our products or services, and you waive the right to dispute any charges made from working within this engagement.

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.

Timing and Other Limitations

You agree that any claim arising out of this Agreement shall be commenced within three (3) year(s) of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Providence Tax & Advisory.

Force Majeure

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 the taxpayer of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

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.

Commissions

Some of the recommended products or services are linked to our affiliates, which means that if you choose to make a purchase (i.e. sign up with a technology app or outsource), we, Providence may earn a commission. This commission comes at no additional cost to you and oftentimes a lower rate has been negotiated for you through our company. Please understand that we have experience with all of these companies, and we recommend them because they are helpful and useful, not because of the small commissions we make if you decide to buy something. Please do not spend any money on these products unless you feel you need them or that they will help you achieve your goals.

Invoice Procedures

Our professional fee for the services outlined above will be based upon the complexity of the work to be performed and our professional time to complete the work. Additionally, this fee is dependent on the availability, quality, and completeness of your records. You agree that you will deliver all records requested by our staff to complete this engagement on a timely basis. The most typical overage is related to necessary adjustments to books. If we need to provide bookkeeping services and / or to reconcile income statement or balance sheet accounts, then additional fees will apply. Bookkeeping and tax processing is \$150 per hour. Tax Planning is \$500 per hour.

In the event your records are not submitted in a timely manner or they are incomplete or unusable, we reserve the right to charge additional fees and expenses for the services required to correct the problem. If this occurs, we will contact you to discuss the matters and the anticipated delay in completing our engagement prior to rendering further services.

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

Expenses

You and / or your company shall reimburse the firm for reasonable expenses incurred in connection with performance of services under this Agreement, provided that the expenses are approved in advance by you and the firm promptly provides documentation satisfactory to you in order to support the firm's request for reimbursement.

Mileage reimbursement for travel by automobile shall be at the applicable legal rate established by the Internal Revenue Service.