

MASTER SERVICE AGREEMENT FOR TAX SERVICES

We are pleased that you have chosen to engage MBE CPAs, LLP (we, our or us) to provide certain tax services to you and any affiliated persons described under the Parties section below (collectively referred to as you or your). We believe it is important for you to have an understanding of the nature and scope of our tax services so that our services can meet or exceed your expectations. Please take the time to review this Master Services Agreement (“MSA”) and the related items described below.

PARTIES

For the purposes of this MSA, our clients will be referred to as the term “you” which will signify:

- For Individual Clients: you, your spouse if filing jointly, your children and other dependents, any trusts for which you act as trustee and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;
- For Business Clients: the primary business and any subsidiaries or controlled affiliates.

With respect to this MSA and any executed Statement of Work, our client(s) will be those individuals and/entities listed under the **Client Acknowledgement** section of this MSA. Neither this MSA nor any Statement of Work will create any client relationship between us and any natural person or entity not specifically identified in this MSA or in an executed Statement of Work.

STATEMENTS OF WORK

All tax services to be performed by us must be described in a Statement of Work. Each Statement of Work will provide details on the nature of the work and any expected deliverable (including, without limitation, a tax return and/or work product). Our services will be limited to the services specifically described in that Statement of Work. Our agreement to perform services under any particular Statement of Work does not obligate us to perform any other services under any other Statement of Work.

Statements of Work are subject to the terms and conditions outlined in this MSA. Statements of Work will not typically require client signature unless a signature is required by law or by professional standards, they contain terms and conditions that supersede or conflict with material provisions of the MSA, or if new significant terms are deemed necessary to cover the scope and limits of the services covered by the Statement of Work. We may provide you with a Statement of Work either in paper or in electronic format.

As our tax services will cover many deliverables during the course of our relationship, each individual engagement concludes upon our delivery of the resulting tax return(s) or specified work product identified in the respective Statements of Work.

FIRM RESPONSIBILITIES

Our firm will exercise due professional care and judgment in rendering the tax services specified under the terms of this Master Services Agreement and executed Statements of Work in accordance with applicable law and professional standards.

Our firm has developed certain customary practices that we will employ in delivering tax services to you, referred to as our Standards of Service. These Standards of Service provide additional information regarding the nature and scope of the tax services we may provide to you. These Standards of Services are available for your review electronically on our website. If you would like to receive a paper copy of the applicable Standards of Services, please contact us.

CLIENT RESPONSIBILITIES

By signing this Master Services Agreement, you acknowledge and agree you are responsible for: (1) making all requested financial and other records and related information available to us on a timely basis; (2) disclosing all material information to us; and, (3) ensuring we will have the full cooperation of relevant personnel during the course of any engagement to assist with the fulfillment of the services stated in this MSA and executed Statements of Work.

By your signature below, you understand and agree that management is responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us for purposes of the tax services rendered under the terms of this MSA and executed Statements of Work. You are also responsible for informing us of any updates related to information provided, changes in circumstances or in your wishes related to the provision of services under this MSA. You have the final responsibility for the tax returns prepared by our firm. Therefore, you should review them carefully before you sign the e-file authorization forms, if applicable, or before you sign and submit your income tax returns directly to the appropriate taxing authorities. You agree our firm is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

In preparing your tax returns, we will rely solely on the information you provide us regarding the calculation and reporting of any and all tax credits, and you agree to accept full responsibility for the accuracy and completeness of this information, as well as your compliance with the regulations for choosing to take such credits on your return(s). As such, we will not be responsible for any taxes, penalties, or interest that may be assessed if such credits are challenged by a taxing authority.

TAX RETURN EXTENSIONS

For administrative processing purposes, it is our policy to automatically prepare extensions for you, regardless of the anticipated completion date of your tax returns. By your signature below, you acknowledge this notification and your signature below satisfies the requirement for each taxpayer to affirmatively agree to preparation and submission of an extension each year. However, you have the right to opt-out of having our firm automatically prepare extensions and we will ask that you indicate any decision to permanently opt-out below. You may also opt-out in writing at least 60 days prior to the initial due date of any return. Please note that an extension only extends the time for filing a return; you will be required to pay the estimated amount of any taxes due by the original due date of the return in order to avoid significant tax penalties. We assume no liability for late filing or late payment penalties.

Please indicate below if you would like to “opt out” of having our firm prepare automatic tax return extensions on your behalf:

 We wish to “opt-out” of the Firm preparing automatic tax extensions, in accordance with this Master Services Agreement. We do not want the Firm to prepare tax extensions on our behalf.

FOREIGN REPORTING REQUIREMENTS

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you may be subject to certain filing requirements with the U.S. Department of the Treasury, in addition to the IRS. Filing requirements may 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). By executing this MSA, you agree to provide us with complete and accurate information regarding any foreign accounts that you and/or your entity may have had a direct or indirect interest in, or signature authority over, during any respective tax year. Unless a Statement of Work is executed for preparing the applicable foreign reporting forms, our firm assumes no responsibility for such services.

The foreign reporting requirements are very complex, so if you have any questions regarding the application of the U.S. Department of the Treasury and/or the IRS reporting requirements to your foreign interests or activities, please ask our Firm for advice in that regard. Failure to disclose the required information to the U.S. Department of the Treasury and the IRS may result in substantial civil and/or criminal penalties. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

ELECTRONIC FILING OF TAX RETURNS

Federal and State tax laws mandate the electronic filing of certain tax returns and requests for extension. In some cases, a taxpayer may elect to file a tax return in paper format and in other cases an election to opt out of electronic filing is not available. Occasionally, technical limitations prevent the electronic filing of a particular return.

We will use our best efforts to electronically file your tax returns. Prior to electronic filing, we will provide you with a copy of your return for your review and approval. Federal and State laws require that we obtain your written authorization prior to electronically filing a return, so it is critical that you sign and return the authorization form to permit electronic filing on or before the return’s due date.

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

If we cannot electronically file any tax return, whether due to technical limitations or for any other reason, we will provide you with those returns for filing in paper format. If you would like to opt out of electronic filing and file your returns in paper format, you must contact us immediately so that we can determine whether such an opt out is permissible and provide you

with any required documentation. If any return is provided to you in paper format for filing, it is critical that you sign, date and mail that return by its due date.

PRICING FOR SERVICES

Except to the extent provided by a particular Statement of Work, our fees will be based on the time required for work performed, the complexity of any technical issues addressed, the need to confirm information or to perform accounting work as a precondition to our services, and the impact of receipt of necessary information less than thirty (30) days prior to the due date of any tax return filings. You must also pay other expenses (e.g. postage, shipping, travel, etc.) relating to the services on top of our normal hourly rates.

Our fees and expenses will be billed on a regular basis unless otherwise provided by a particular Statement of Work. Each invoice is payable upon receipt of the invoice. We will assess a 1.5% monthly late fee on all invoices unpaid after thirty (30) days of the invoice date. In accordance with our firm policies, work may be suspended if your account becomes sixty (60) days or more overdue and will not be resumed until your account is paid in full. We will not perform any work on your current year services until all your prior invoices are paid in full or a sufficient payment plan is in place.

Client acknowledges and agrees that we are not required to continue work in the event of Client's failure to pay on a timely basis for services rendered as required by this MSA. If you fail to pay any invoice when due, we reserve the right (as permitted by applicable law and professional standards) to withhold any tax return, tax advice, other deliverable, document, or file until your account is paid in full or you have made other payment arrangements satisfactory to us. Client further acknowledges and agrees that in the event Firm stops work or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this MSA, Firm shall not be liable for any damages that occur as a result of Firm ceasing to render services.

In addition, 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 us 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.

TAX ADVICE

During the course of our relationship, we may be available to provide you with business and tax advice, but we are not obligated to do so unless you specifically request us to perform a specific service and we execute a Statement of Work for such services. It is our policy to put all advice upon which a client intends to rely in writing. We believe this is necessary to avoid any confusion and make clear the specific nature of our advice. You should not rely on any unwritten advice from our firm.

LIMITATIONS OF OUR SERVICES

The work performed in accordance with this MSA and each incorporated Statement of Work will be done on an as needed basis which limits our involvement and knowledge. We will assume all persons and entities covered by this MSA and applicable Statements of Work are properly and timely discharging any and all other tax reporting obligations for which they are responsible.

Therefore, our services cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention.

Our services under this MSA and any Statements of Work do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

As this MSA and any Statements of Work are limited to tax services, any other services including valuation services, would be covered under a separate agreement.

THIRD PARTY SERVICES

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we 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 personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

CONFIDENTIALITY

We will maintain the confidentiality of your information in accordance with our professional standards. During the course of our relationship, you may disclose personal data to us in order that we may provide our specified services to you as outlined in this Master Services Agreement and executed Statements of Work. As such, we are responsible for complying with applicable professional standards as well as data and privacy protection laws with respect to any personal data we process in providing our services to you, and our firm takes reasonable measures to comply with such laws and regulations. By accepting this Master Services Agreement, you consent to the transfer and processing of personal data as may be necessary for the agreed upon services. To further protect your confidential information, you agree that you will not disclose

any confidential information to us except as we request or as necessary for us to provide our services.

Unless authorized by law, MBE CPAs, LLP cannot disclose your information to third parties. If you consent to the disclosure of your information, Federal law may not protect your information from further use or distribution. By your authorization below, you understand that our firm may disclose your information to our related entities. Related entities include all entities our firm holds an ownership interest in or entities our partners own. Such as sharing information with a wealth management advisor for planning purposes.

Please indicate below if you would like to “opt out” of having our firm sharing your information with our related entities on your behalf:

 We wish to “opt-out” of the Firm sharing our information with their related entities, in accordance with this Master Services Agreement. We do not want the Firm to share our information with their related entities on our behalf.

Beginning in 2022, MBE CPAs, LLP will use third-party data entry service providers, MBE Bulgaria, Frontline Accounting, and SurePrep, to assist our firm with entering basic data and information into our electronic tax preparation software program. This change in practice is being initiated to help streamline our tax preparation process so that we can focus our time and expertise on technical tax compliance issues. MBE Bulgaria, Frontline Accounting, and SurePrep will also assist our firm with tax preparation services. Our due diligence regarding these providers included investigating their technical competencies and security policies. We are comfortable that MBE Bulgaria, Frontline Accounting, and SurePrep have strong protection and security systems in place to safeguard your confidential information. Please be assured that your tax return preparation and review will continue to be completed and signed by an experienced member of MBE CPAs, LLP. Regulations and our professional standards require us to obtain your consent before sharing your confidential information with MBE Bulgaria, Frontline Accounting, and SurePrep given that they are a third-party service provider with offshore employees. As such, we ask that you sign and return the copy of this Master Service Agreement.

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, the confidentiality privilege can be inadvertently waived if the contents of any privileged communication are discussed 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. If you are a corporation, you need to be especially careful about privileged communications. If a communication is made in the presence of a corporate employee

who is not authorized to act or speak for the corporation in relation to the communication's subject matter, then the communication will be deemed to be made in the presence of a third party and any privilege will be waived.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

TERMINATION

This Master Services Agreement may be terminated at any time by either party with thirty (30) days written notice to the other. Client shall pay the Firm for all Services rendered and expenses incurred as of the date of termination and shall reimburse the Firm for all reasonable costs associated with any termination. We reserve the right to terminate services and withdraw from the engagement in the event you are unable to timely provide us with requested records, documentation, and other information that we deem necessary in order to complete the contemplated tax services. **Further, we reserve the right to deem this MSA or any Statement of Work or requirement to perform any tax services as being terminated, without notice, after the passing of 365 consecutive days during which we perform no services for you.**

Commencing upon a notice of termination (in whole or in-part) of this agreement, the Firm will provide, at the expense of the Client, reasonable transition assistance as requested by the Client to facilitate the orderly transfer of any records, information and/or documents as may be required. The transition services shall be provided in accordance with the standard terms set forth in this agreement, and the fees shall be the standard rates then in effect at the time of the transition. Client acknowledges and agrees that the Firm will require a reasonable period of time, and no less than 15 business days, for the orderly transfer of any records, information and/or documents that may be required as part of the transition services.

FINANCIAL REPORTING

In the course of preparing tax returns, we may prepare schedules or perform accounting work as we deem necessary to prepare your returns in accordance with applicable law and professional standards. These schedules and accounting work are solely for the support of our tax return services and may not be appropriate for financial statement or other purposes.

If at any time you engage our firm to provide you with audit, review, compilation or other services, such financial reporting services will be covered under a separate agreement.

Because of the importance of oral and written client representations to the effective performance of our services, you release and indemnify our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by you and/or your representatives.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of this to you and our firm, we have agreed on the fair allocation of risk between us. As such, all parties agree, to the fullest extent

permitted by law, to limit the liability of our firm to you for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed three times the fees paid to our firm for services rendered under each applicable Statement of Work. Notwithstanding the foregoing, you will not be responsible to the extent that it is finally determined by a court of competent jurisdiction that such losses, etc. were caused by the gross negligence or wilful misconduct of our firm.

OTHER ADMINISTRATIVE MATTERS

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting tax returns and other confidential documents. 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 emails from us will be properly delivered 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.

It is our policy to keep records related to this engagement for seven (7) years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. We do not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records.

By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, we shall be free to destroy our records related to this engagement.

Clients of MBE CPAs, LLP, its subsidiaries, or affiliated companies, may not solicit the services of our employees unless directly contracted through us. You agree that if you should hire any employee of MBE CPAs, LLP, its subsidiaries, or affiliated companies during the period of engagement, or for six (6) months thereafter, we will be damaged. Accordingly, you agree to pay us the greater of 150% of said employee's salary at termination or 150% of said employee's starting salary with you, as liquidated damages.

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 under its applicable rules for resolving professional accounting and related services disputes before

resorting to litigation. The 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, except that under all circumstances the arbitrator must follow the laws of Wisconsin. 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.

All parties acknowledge that this MSA shall not be deemed invalid or void if any part or clause hereof shall be deemed indefinite or invalid. Should there be a judicial determination of the invalidity of one or more of the provisions hereof, said judicial determination shall have no force and effect on the validity of the remaining provisions of this Agreement.

We appreciate the opportunity to be of service to you and believe this MSA correctly expresses the significant terms of our engagement. If you have any questions, please do not hesitate to contact us. If you agree with the terms of our engagement as described in this MSA, please sign the enclosed copy and return it to us. This MSA will continue in effect until such time that a revised Master Services Agreement is executed, or until the MSA is canceled by either party.

Sincerely,

MBE CPAs, LLP

CLIENT ACKNOWLEDGEMENT:

By your signature below, you agree to the terms and conditions of this Master Services Agreement, which may be amended in subsequent periods through the execution of a new Master Services Agreement. This Agreement and all executed Statement(s) of Work are binding on all persons deemed to be a client under the terms of this agreement; each signatory below represents that he or she has the legal power and authority to act on behalf of and to bind each of those persons and/or entities listed below.

Accepted by:

_____ Signature	_____ Printed Name/Business Name	_____ Date
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Signature

Printed Name/Business Name

Date

Please provide a complete listing of the names of any additional persons or businesses, as described under the section titled **PARTIES** above that will be covered under the terms and conditions of this Master Services Agreement.
