Dear Client:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the tax services we will provide. Please read this letter carefully as it is important to both MBE CPAs, LLP, its subsidiaries, or affiliated companies("Firm," "we," "us," or "our") and the Client ("Client," "you," or "your") that you understand and accept the terms under which we have agreed to perform our services, as well as your responsibilities under this agreement.

Parties

For the purposes of this agreement, 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.

Tax Services

We will prepare your federal and state(s) income tax returns from information you furnish us. To assist you in gathering and organizing the necessary information required for the preparation of your income tax returns, we will furnish you with a tax organizer or an alternative request list. Providing us with the completed tax organizer or request list will help to ensure that you are not overlooking important information that may be necessary for complete and accurate returns, as well as may help to minimize our fees.

All tax returns may be extended prior to the originally filed due date of the return. By your signature below, you acknowledge and agree to the filing of an extension. The filing of the extension doesn't mean that your return will not be filed by the original due date of the return. The filing of the extension is used as a precaution to avoid late filing fees if the return can't be filed by the original due date of the return. **To have your return filed by the original due date, we must receive all information to prepare your returns at least six weeks prior to the due date**. Some tax returns take more than six weeks to prepare, in those events, you will be notified. You should keep in mind that this would be an extension of time to file the returns; however, any tax estimated to be due would need to be paid with the extension request. We assume no liability for late filing or late payment penalties.

You are confirming that you will furnish us with all the information required for preparing the returns. This includes, but is not limited to, providing us with the information necessary to identify (1) all states and foreign countries in which you "reside" (even on a temporary basis), "do

business" or derive income (directly or indirectly) and (2) the extent of business operations in each relevant state and/or country. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional information. You should retain all the documents, books, and records that form the basis of your income and deductions. The documents may be necessary to prove the accuracy and completeness of the returns to a taxing authority. If you have any questions as to the type of records required, please ask us for advice in that regard.

If a taxing authority should later contest the position taken, there may be an assessment of additional tax, interest and penalties. We assume no liability for any such assessment of additional tax, penalties or interest. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur as a result of ceasing to render services.

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

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 accounts. By your signature below, 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 the above referenced tax year. 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 us 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.

Taxing authorities require us to electronically file all federal and state individual income tax returns ("e-filing"). However, you do have the right to "opt out" of the e-filing program. Please notify our firm immediately should you desire not to have your returns e-filed so that we may provide you with the form(s) necessary for opting out of the e-file program. Please note that unless you notify us of your desire to not e-file your returns, we will prepare your returns to be e-filed.

Although e-filing requires both you and our firm to complete additional steps, the same filing deadlines will apply. You must therefore ensure that you complete the additional requirements

well before the due dates in order for our firm to be able to timely transmit your returns. We will provide you with a copy of the income tax returns for your review prior to electronic transmission. After you have reviewed the returns, you must provide us with a signed authorization indicating that you have reviewed the returns and that, to the best of your knowledge, you feel they are correct. We cannot transmit the returns to the taxing authorities until we have the signed authorization. Therefore, if you have not provided our firm with your signed authorization by the end of the business day prior to the filing due date, we will place your returns on extension. In that event, you will be responsible for ensuring that any payment due with the extension is timely sent to the appropriate taxing authorities.

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.

By your signature below, you understand and agree that you are responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us for purposes of this engagement. You have the final responsibility for the income tax returns; therefore, you should review them carefully before you sign the e-file authorization forms or sign and submit your income tax returns directly to the appropriate taxing authorities. You agree that our firm is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

On March 25, 2025, President Trump signed Executive Order 14247, titled Modernizing Payments to and from America's Bank Account ("Executive Order"), which applies broadly to payments involving federal agencies. This Executive Order addresses both tax payments and tax refunds and mandates that: (1) paper check refunds issued by the U.S. Department of Treasury be phased out, and (2) all tax payments to the federal government be made electronically. The IRS is expected to issue additional guidance and information regarding this requirement into the future. We have invested in Remitian as a software solution to assist with electronic payment mandates. We receive a financial benefit if you use these solutions. The use of the software solutions are not required.

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.

Fees

Our fees for the services described in these engagements will be based on the value of the services provided, taking into consideration factors such as the complexity of the engagement, the level of

expertise required, the responsibility assumed, the results achieved, and the efficiencies gained through our processes and technology, in addition to the time incurred by our professionals. We will exercise professional judgment in setting fees consistent with this approach. Invoices will all include their due date and are expected to be paid in full when due. We will discuss any significant fee estimates with you in advance whenever practical. If we have not received payment within 30 days of the due date on our invoice, we reserve the right to suspend all work until your account is brought current. Once the account is brought to current, MBE also reserves the right to collect payment in advance for future engagements. Client acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

We are responsible for preparing only the income tax returns for the parties covered by this agreement. Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you. Our fees for such services are at our standard rates and would be covered under a separate engagement letter.

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 or workpapers prepared by Firm 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.

Other Matters

Because of the importance of your oral and written representations to the effective performance of our services, Client releases and indemnifies Firm and its personnel from any and all claims, liabilities, costs, and expenses attributable to any misrepresentation by you or your representatives.

In connection with this engagement, we may communicate with you electronically. We take reasonable measures to secure your confidential information in our electronic transmissions. However, electronic communications can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be 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 electronic transmissions, or for the unauthorized use or failed delivery of electronic 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 electronic transmissions, including any consequential, incidental, direct, indirect, or special damages, such as lost profits, or disclosure or communication of confidential or proprietary information.

Depending on the circumstances and nature of the services we are providing, we may 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 that 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.

Our firm may use generative artificial intelligence ("AI") tools to improve efficiencies in areas such as tax and accounting research, document drafting, or other analysis to assist us with rendering services to you under the terms of this agreement. We have policies and procedures in place to ensure that any AI-generated content is subject to our firm's strict quality control guidelines which include protocols for applying professional expertise, judgment, and oversight in the review and interpretation of any AI-generated content. In addition, we maintain reasonable safeguards to ensure responsible use of AI which includes strict adherence to the requirements set forth for confidentiality, privacy, security, and ethical use of AI in accordance with applicable laws and our professional standards.

Firm may use employees, contractors, and affiliated tax professionals working outside of the United States and third-party service providers supporting tax preparation outside the United States to assist our firm with rendering services under the terms of this agreement. Our due diligence of resources located outside the United States includes assessing security policies and securing written confidentiality and data security terms to protect and safeguard your confidential information. Only the necessary information required for the preparation of your return will be disclosed offshore. Please be assured that your tax return review will continue to be completed and signed by an experienced member of Firm. By your signature below, you acknowledge and agree to use of employees, contractors, and affiliated tax professionals working outside of the United States and third-party service providers supporting tax preparation outside the United States, except as stated below. Regulations and our professional standards require us to obtain your separate consent before sharing your confidential information with employees, contractors, and affiliated tax professionals working outside of the United States and third-party service providers supporting tax preparation outside the United States **for individual income tax preparation only**. As such, we ask that you sign and return both the copy of this engagement letter and the separate consent if this agreement is covering the preparation of an individual income tax return.

It is our policy to keep records related to this engagement for seven years. However, Firm does 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. Firm does 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-year period, the firm shall be free to destroy our records related to this engagement. Additionally, if you are no longer a client of the firm, we will be free to terminate our records.

Clients of MBE CPAs, 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, its subsidiaries, or affiliated companies during the period of engagement, or for six 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 employees starting salary with you, as liquidating 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. Costs of any mediation proceeding shall be shared equally by all parties.

Client and Firm both agree that any dispute over fees charged by Firm to 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 applicable state laws. 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 Firm, each party is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, accept 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.

If the above fairly sets forth your understanding, please sign this letter and return to the firm.

Sincerely,

MBE CPAs, LLP

Accepted by:

_____ _____ _____

Signature Printed Name/Business Name Date

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.
