

The Lichter Group LLC (“we”, “us”) provides tax return preparation/consulting and general business consulting services. This document summarizes certain practices, as well as other standard terms, conditions, and limitations relating to our provision of our services. Except to the extent we expressly agree in a writing signed by our authorized representative, all services that we provide to any client or third party (“you”) relating to tax return preparation, tax consultation and advice, representation in any tax controversy matter, or any other Federal, state, local, or foreign tax matter, or general business consulting, are subject to the following terms, conditions, and limitations (these “Business Terms”). References to the “Engagement Letter” mean the letter or other document describing the scope of our services and the associated fee Engagement to which these Business Terms are attached. References to the “Code” mean the Internal Revenue Code of 1986, as amended.

Scope of Services. We will use our judgment to resolve questions in your favor where a tax law is unclear if there is a reasonable justification for doing so. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will follow whatever position you request, so long as it is consistent with the codes and regulations and interpretations that have been promulgated. If the IRS should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. Our services do not constitute legal or investment advice.

Your Responsibility. We will not investigate or verify any facts underlying the transactions reported on your tax return. If the actual facts are different from the facts represented to or understood by us, or if there are other facts of which we are not aware, the reporting of the transactions could be materially different than that reported on the returns prepared by us. We will exercise professional care to include all pertinent information in your tax returns; but you are ultimately responsible for your tax returns. By signing your returns, you are verifying that they are true, correct and complete. You should review each tax return carefully before signing it, and bring any questionable items or omissions to our attention. It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support all charitable contributions and other deductions such as cancelled checks, receipts, and credit card bills. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

Level of Assurance. Professional rules prohibit us from signing any tax return which contains an understatement of liability due to an “unreasonable” position unless the position is appropriately disclosed on the return. A position is unreasonable unless there is substantial authority for it. Additionally 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 based on substantial authority or (2) or that the position is appropriately disclosed on the return. If during the course of preparing your tax returns we become aware of a position we believe is not supported by substantial authority, we will call this fact to your attention so you can evaluate the potential penalty risk. However, we will not conduct any review of any transactions for the purpose of determining whether the reported tax treatment is supported by substantial authority. If you are concerned about the potential application of tax penalties, please contact us to discuss expanding the scope of our services to include rendering tax advice that may address your concerns.

Disclosure of Reportable Transactions. The Code and certain state laws require that you disclose on your tax return certain “reportable transactions” or “listed transactions.” There are significant financial penalties for failure to disclose these transactions, and these penalties apply even if the transaction does not lead to an understatement of tax. You must advise us of any transactions you believe may be “reportable transactions” or “listed transactions,” and our tax return preparation services do not include any investigation to evaluate whether there are any transactions that are required to be reported on your returns. If you would like us to advise you concerning any potentially “reportable transaction” or “listed transaction,” please contact us to discuss expanding the scope of our services.

Oral and Email Communication is Preliminary. We may discuss with you our views regarding the tax treatment of certain items. We may also provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email will be based upon limited tax research and a limited discussion of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions. Because of these limitations and the related risks, we do not recommend that you proceed with any transaction solely on the basis of any oral or email communication and we will not be liable for any loss, cost, or expense resulting from any reliance on any oral or email communication.

Facts and Assumptions. Except as expressly described in any letter, memorandum, or opinion addressing the application of tax laws to a particular situation (“Tax Advice”), we will not undertake an investigation to confirm or verify any of the facts described in the Tax Advice, and we will rely on the assumptions and representations described in the Tax Advice. Any change in or addition to these facts, assumptions, or representations could materially and adversely affect our analysis and conclusions. If you for any reason believe that any facts, assumptions, or representations in any Tax Advice are incorrect or incomplete, you must notify us immediately to discuss the impact on our analysis and conclusions. You should not rely upon any item of Tax Advice that is based on facts, assumptions, or representations that you believe to be incorrect or incomplete. While we will provide you with advice concerning tax return reporting and the tax consequences of certain transactions, you will retain all authority and responsibility for any decisions based on our advice.

Tax Advice. Unless expressly stated in our Tax Advice, our analysis and conclusions will relate solely to Federal income tax consequences under the Code as of the date of our Tax Advice. If you would like us to address tax consequences to you under any applicable state, local, or foreign tax law, please contact us to discuss expanding the scope of our services. Each item of Tax Advice will be limited to advice concerning the enumerated tax issues described in the Tax Advice, and may not consider all of the issues that may arise in connection with the transaction. Our analysis and conclusions are limited to discussing the tax consequences to the addressee(s) arising from the transactions described in that Tax Advice. It is possible that there may be alternative transaction structures that offer more favorable tax consequences. No item of Tax Advice is an endorsement of any particular transaction structure, nor is it a recommendation that any addressee proceed with the transaction structure described in the Tax Advice.

No Guarantee. Our Tax Advice will be based upon our interpretation of applicable law and regulations, and certain case and ruling authority as of the date of the Tax Advice. Some of these matters will not be free from doubt, and our analysis and conclusions will not be binding on the IRS, any state, local, or foreign tax authority, or on any court. Our analysis and conclusions will be based upon our professional judgment, and will not be a guarantee of the ultimate tax consequences of the transactions described in the Tax Advice. If you would like greater certainty regarding the tax treatment of any particular transaction, please contact us to discuss the possibility of obtaining a ruling from the appropriate tax authority.

Reliance and Distribution. Each item of Tax Advice is rendered only for the benefit of the named addressee(s), and does not address the tax consequences to any other person or entity that is not an addressee. No person or entity other than the named addressee(s) may rely on the Tax Advice. To avoid confusion regarding matters of reliance, our Tax Advice may not be delivered to any other party unless you advise the recipient of these limitations on reliance. Unless expressly provided in an item of Tax Advice, but subject to the limitation in the preceding sentence, you are free to share the Tax Advice with any third party. You may deliver a copy of any Tax Advice to the IRS or any state, local, or foreign tax authority for the purpose of demonstrating good faith and reliance on the analysis and conclusions expressed therein. You should be aware that the delivery of any item of Tax Advice to a third party may act as a waiver of any otherwise available claim of privilege. Before delivering an item of Tax Advice to a third party, we

recommend you consult with us or with legal counsel to assess the matters relating to claims of privilege. Because of their special purpose, nature and format, income tax returns do not constitute financial statements prepared in accordance with generally accepted accounting principle. The tax returns will be used only for income tax purposes and must not be used as a substitute for financial statements. Tax return preparation services do not constitute accounting or auditing services, and are not designed to disclose defalcations or other irregularities, should any exist.

Confidentiality and Privilege. We will maintain the confidentiality of your Confidential Information. We may disclose your Confidential Information to our employees and third party contractors as necessary to provide our services. We may also disclose Confidential Information if required by a court or governmental agency, but we will use commercially reasonable efforts to inform you prior to disclosure. In certain circumstances, information that you disclose to us could be the subject of a claim of privilege, but you must generally maintain the privilege claim. If you have questions concerning the availability of any privilege or how and whether to assert a privilege, you should contact your legal counsel. We will use reasonable precautions to protect your Confidential Information, but we have no obligation to employ any measures not regularly employed by you in protecting your Confidential Information. "Confidential Information" means information concerning you or your business that is marked "confidential" or disclosed orally and identified as "confidential" in writing at the time of disclosure. We will presume that information reported on your tax returns is confidential. Confidential Information does not include information (i) that is or becomes publicly available or generally known to persons in your industry without breach of our obligations under this section, (ii) received by us after the termination of the Engagement Letter. In performing any services, we may engage the services of other domestic tax preparers, including seasonal preparers, independent contractors, or other third party personnel. By engaging us, you have authorized us to allow employees of other third parties access to your files, financial information and other confidential information. Our engagement of any third party services does not affect our obligations to you.

Changes in Law. Subsequent changes to applicable law or regulations, or the issuance of new case or ruling authority, could materially and adversely affect the analysis and conclusions in an item of Tax Advice or a position reported on a tax return. Neither the delivery of any Tax Advice nor the preparation of a tax return is an undertaking on our part to advise you of any changes in law.

Possibility of Litigation. If the IRS or another tax authority adopts a position contrary to any analysis or conclusions in our Tax Advice or to any position reported on a tax return, it might be necessary to pursue administrative appeals or litigation. Decisions of whether and how to pursue administrative appeals or litigation may be based on considerations of cost, publicity, and other matters unrelated to the technical merits of a tax position. In some cases, taxpayers elect not to pursue appeals or litigation even though a reported position may ultimately be sustained on appeal or in litigation.

Warranty and Limitation. We warrant that our services will be performed with reasonable care in a diligent and competent manner. This warranty is our only warranty concerning our services, and is made expressly in lieu of all other warranties and representations, express or implied.

Documents and Files. It is our policy to retain copies of your tax returns for seven years, after which they will be destroyed. However, we do not keep any original client records, so we will return those to you. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. All of our work product and files will remain our property, and we retain all copyrights and intellectual property with respect to our work product. We, in our sole discretion, may provide you with access to or copies of our files, but you will be obligated to pay all costs associated with such access or copies. If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files, or to make our personnel available as witnesses with respect to this engagement, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Conflict of Interest. If, in the course of providing our services, we determine in our sole discretion that a conflict of interest exists that prevents us from providing our services in accordance with applicable ethical rules, we will notify you of the conflict and may withdraw from representing you to the extent that such withdrawal is required or permitted by applicable ethical rules.

Termination of Engagement. You may terminate this Engagement Letter at any time by written notice to us. Subject to any restrictions imposed by applicable ethical rules, we may terminate the Engagement Letter at any time upon written notice to you. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination or in transferring files to and otherwise cooperating with any successor tax preparer or tax advisor. If you terminate any Engagement Letter after we have commenced performing services under a fixed fee or a monthly retainer Engagement, you will be obligated to pay us the entire fixed fee or monthly retainer amounts through the time period covered by the monthly retainer upon termination.

Entire Agreement. These Terms and the Engagement Letter represent our entire agreement and understanding concerning the engagement described in the Engagement Letter, and they supersede all prior and contemporaneous agreements. Neither these Terms nor the Engagement Letter may be amended except by a written instrument signed by our duly authorized representative. We reserve the right to amend these Terms and the Engagement Letter at any time by written notice to you, and any such amendment will be effective upon receipt by you. You may not modify these Terms nor the Engagement Letter except with our prior written consent. No waiver of any breach of these Terms or the Engagement Letter will be effective unless the waiver is in writing and signed by the party against whom the waiver will be enforced. No waiver of any one breach will be deemed a waiver of any other or subsequent breach. You may not assign the Engagement Letter or these Terms to any other party without our prior written consent, except that you may assign the Engagement Letter and these Terms to any party that acquires substantially all of your assets and goodwill.

Successors; No Third Party Beneficiaries. These Terms and the Engagement Letter will be binding on our and your respective successors and assigns. Except as expressly provided in the Engagement Letter, there are no third party beneficiaries to the Engagement Letter or to these Terms.

Limitations on Liability In the event that we fail to meet our obligations under the Engagement Letter or these Terms, your sole remedy will be to require us to re-perform the services. If the services cannot be re-performed, or if re-performance will not cure the breach, then your remedy will be for us to refund our fees up to the amount of your direct damages caused by our failure to meet our obligations. In no event will our liability for any claim, whether in contract, in tort, at law, or in equity, arising out of or relating to our failure to meet our obligations under the Engagement Letter or these Terms exceed the amount of our fees actually paid to us under the Engagement Letter. In no event will we be liable for loss of profits or any consequential, indirect, special, exemplary, or punitive damages. You will indemnify us for any loss, liability, or obligation arising out of or relating to your failure to fulfill your obligations under the Engagement Letter or these Terms, including without limitation any failure to supply us with complete and accurate information.

Dispute Resolution. If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. Any unresolved disputes over fees charged by us to you will be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. In agreeing to arbitration, we both acknowledge that in the event of a dispute 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. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties.