

TW Accounting & Tax Advisors, LLC

General Terms & Conditions

If you agree to the Agreement on behalf of an entity, you represent that you are authorized to bind that entity; if you sign up for any Services without such authority, you agree that you are accepting the Agreement on your personal behalf.

PLEASE READ THESE TERMS CAREFULLY. AMONG OTHER THINGS, THEY REQUIRE THE USE OF BINDING INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **Applicability.**

- (a) These terms and conditions (these “**Terms**”) are the only terms that govern the provision of any services by TW Accounting & Tax Advisors, LLC, whose principal mailing address is at 700 Ghent Road, Suite 100, Akron, OH 44333 (“**Advisor**”, “**we**”, “**us**”, or “**our**”) to the person or entity listed as the client on a Proposal or, if no such person is listed, then the person or entity who accepts the Agreement when ordering Services (“**Client**”, “**you**”, or “**your**” and together with Advisor, the “**Parties**” and each a “**Party**”).
- (b) The proposal for specific services we will provide you (“**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, the Proposal will take precedence and govern.
- (c) The Parties agree that any term or condition contained in (i) any purchase order, request for proposal, order or other document issued by Client or (ii) any order documentation (excluding Proposals) is void, notwithstanding either Party’s failure to object thereto. Provision of Services to Client does not constitute acceptance of any of Client’s terms and conditions and does not serve to modify or amend these Terms. You acknowledge that in entering into the Agreement you have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in the Agreement.
- (d) Certain Services are governed by additional provisions available at the links below. If your Proposal links to these Terms, the additional provisions are incorporated by reference into these Terms:
 - (1) [Business Tax Services Terms](#)
 - (2) [CFO Services Terms](#)
 - (3) [Additional Services Terms](#)

2. **Services.** We will provide the services to you as described in the Proposal (the “**Services**”) in accordance with this Agreement. Each Service you want us to provide requires a separate Proposal.

- (a) **Bookkeeping Services.** Our bookkeeping Services are a solution for bookkeeping and financial organization where we maintain your accounting books based on information provided by you or

at your direction. Our bookkeeping Services and any related communications with us are not a substitute for and do not include legal, regulatory, tax, financial, real estate, healthcare, or accounting advice. The provision of any of the aforementioned services require a separate proposal beyond that for our bookkeeping Services.

- (b) **Certain year-end Services.** If you are a bookkeeping Services client for the quarter following your fiscal year-end (i.e., your subscription has not been terminated during such period), we may need to perform certain year-end bookkeeping activities at that time as part of your subscription. If you are not a bookkeeping Services client for the quarter following your fiscal year-end, we will not perform year-end bookkeeping activities and will not bear responsibility or liability with respect to any failure to perform year-end bookkeeping activities on your behalf.

3. Deliverables.

- (a) **Deliverables Specified in Proposal.** In the course of providing the Services, Advisor may provide Client with certain deliverables, which may include reports, financial documentation, tax returns, or similar documents (“Deliverables”). The specific Deliverables that Advisor will provide to Client will be specified in each applicable Proposal.
- (b) **Delivery Only Upon Payment.** All Fees must be paid prior to the release of the Deliverables. Specifically, tax returns will not be filed if all Fees are not paid. If there are disputed invoices, we retain the right to withhold Deliverables pending resolution of any disputes.
- (c) **No Deliverables After Cancellation. IF YOU TERMINATE THE SERVICES UNDER A PARTICULAR ORDER PRIOR TO THE DATE UPON WHICH A CERTAIN DELIVERABLE IS TO BE PROVIDED UNDER SUCH ORDER, WE WILL HAVE NO OBLIGATION WHATSOEVER TO PROVIDE SUCH DELIVERABLE TO YOU. FOR PURPOSES OF CLARIFICATION, AND NOT INTENDING TO LIMIT IN ANY WAY THE APPLICABILITY OF THIS SECTION 3(c), IF AN ORDER WOULD OTHERWISE OBLIGATE US TO PREPARE A TAX RETURN ON YOUR BEHALF, AND YOU TERMINATE THE RELEVANT ORDER PRIOR TO COMPLETION OF THE TAX RETURN, WE WILL HAVE NO OBLIGATION TO PREPARE SUCH TAX RETURN FOR YOU.**

4. Fees and Payment.

- (a) **Subscription Fees and Expense Reimbursement.** You will pay the subscription fees set forth in the Proposal (“Fees”) and reimburse us for all reasonable travel and out-of-pocket expenses incurred in connection with our performance of the Services (“Expenses”).
- (b) **Services Beyond Proposal.** As-incurred hourly Services, and all other Services not included in the subscription set forth in the Proposal (“Additional Services”), will be billed at our then-current standard hourly rate for the respective Service (as we may update it from time to time). For the avoidance of doubt, the publication of an hourly rate for a Service does not imply that such Service does not incur subscription fees as set forth in your Proposal.
- (c) **Reservation of Right to Modify Subscription Fees.** We base our subscription fees for Services on certain facts about your business. You agree to provide us with complete and accurate information so we can determine the applicable subscription. If the information is not complete or accurate, materially changes, or you request an expanded or different scope of subscription

Services, we may propose a subscription that corresponds to the revised information or your request and reserve the right to terminate the affected Services or the Agreement without liability if we are unable to reach an agreement with you on the revised subscription.

- (d) **Prepayment.** Subscription fees (including fees for hourly Services subscribed for on a prepaid basis) are prepaid before or at the start of the subscription period and cannot be carried over to future subscription periods. Notwithstanding the foregoing, we reserve the right to request prepayment before starting the provision of any Services.
- (e) **Payment Method.** All payments for Fees, Expenses, and Additional Services will be made in US dollars and made by ACH, check, credit card, or debit card.
- (f) **Timing.** Advisor will issue monthly invoice to Client for all Additional Services and Expenses. Client will pay all invoiced amounts due to Advisor within fifteen (15) days from the date of such invoice (“**Invoice Date**”).
- (g) **Invoice Disputes.** Client will notify Advisor in writing of any dispute with any invoice within fifteen (15) days after the Invoice Date, after which Client waives the right to contest the invoice.
- (h) **Late Payments.** Any undisputed amounts that remain unpaid for more than fifteen (15) days after the Invoice Date will be subject to interest on the unpaid amounts until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. You also agree to reimburse us for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys’ fees, legal costs, court costs, and collection agency fees.
- (i) **Suspension or Termination of Work for Unpaid Fees.** We reserve the right to suspend or terminate our work in the event that any portion of undisputed Fees are not received by us within thirty (30) days of the Invoice Date. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we will not be liable for any damages you may incur as a result of the work stoppage.
- (j) **Taxes.** The price that you pay us does not include any sales, use, excise taxes, or any other similar taxes, duties, or charges of any kind imposed by any federal, state, or local governmental entity. Any such taxes must be paid by you, to us if required by law.
- (k) **Fee and scope updates.**
 - (1) **Subscription Fees and Scope.** From time to time, we may update our prices for the Services, or, as our Services evolve, we may change the scope of, or subscription model for, certain Services. If we increase your subscription fees (and/or any related fees) and/or materially change the scope of subscription Services we provide to you, we will provide you with advance written notice of such increase or change at least 30 days prior to your next Renewal Period. If you do not terminate your subscription within such 30-day period, you agree that your continued use of the Services constitutes your agreement to pay, and your authorization for us to collect payment from you in accordance with this Section 4 of, such increased or updated fees.

- (2) **Hourly Fees.** Updates to our hourly fees become effective immediately for future hourly Services. We will use commercially reasonable efforts to notify you of such updates prior to their effectiveness.

5. **Third Party Service Providers.**

- (a) **“Third-Party Service”** means any product (for example, software, cloud services), tool (for example, integration or development tools), or service (for example, implementation services) provided by a party other than us that is not acting on our behalf (a **“Third-Party Provider”**).
- (b) **Use Permitted.** In order to provide the Services, we may use Third-Party Services from Third-Party Providers for certain purposes, including, but not limited to, storing or processing your Confidential Information. Third-Party Services may include, but are not limited to, ADP Payroll, Intuit Inc.’s QuickBooks® Online or QuickBooks® Enterprise, and Sage Intacct. You agree to maintain all subscriptions to Third-Party Services that we require for the provision of the Services. If you do not already have an account for a Third-Party Service, you authorize us to create one for you.
- (c) **Reimbursement of Costs.** If we agree to procure Third-Party Services for you, you agree reimburse us for such costs in accordance with Section 4.
- (d) **Third-Party Services Subject to Separate Terms and Conditions.** Your and our use of any Third-Party Service will be governed by separate terms and conditions provided by such Third-Party Provider, and you agree to (i) be bound by, and abide by, such terms and conditions and (ii) indemnify us and hold us harmless from any claim related to a breach by you of any such terms and conditions or from any instructions by you to us that would constitute a breach of any such terms and conditions.
- (e) **No Support Obligation.** We have no obligation to provide support for Third-Party Services
- (f) **No Ability to Guarantee Security of Third-Party Services.** You acknowledge that we have no control over the security of any Third-Party Service and are unable to prevent the breach of your Confidential Information that is stored with any Third-Party Service.
- (g) **No Liability for Third-Party Services.** We will have no liability whatsoever for the quality, functionality or operability of any Third-Party Service, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Service. All services provided by any Third-Party Service is, as between you and us, provided **“as is”** and Advisor makes no representations, guarantees, or warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose with respect to any Third-Party Service, and Advisor hereby expressly disclaims the same. You agree to hold us harmless with respect to any and all claims arising from or related to the operation or use of any Third-Party Service.
- (h) **Discontinuation of Third-Party Service.** If a Third-Party Provider ceases to make the Third-Party Services available for any reason, we may modify the Services without liability.

6. **Sole Bookkeeper.** If we provide bookkeeping Services to you:

- (a) You agree that we will be your sole bookkeeper and in performing such Services we must use, record, classify and reconcile your financial transactions and other data to prepare your books. For example, depending upon the Services we provide, we may have to: (a) import transactions to your books in order to reconcile your bank accounts, (b) categorize transactions in your books to expense accounts and to balance sheet accounts for amortization purposes, and/or (c) sync your payroll data via an integration or otherwise.
- (b) As a result, once we have performed such tasks, any modifications made by you or on your behalf (for example, by another third-party service provider) to your books may adversely impact Services previously performed by us, causing us to have to re-perform such Services in order to resolve any resulting inconsistencies or inaccuracies or to confirm that there are no such inconsistencies or inaccuracies.
- (c) If you engage another third-party service provider to make changes to your books, or you otherwise make changes to your books directly, while you have engaged us to provide bookkeeping Services, the Parties agree to the following remedies, which will be at our option and in addition to any rights provided by contract, law or in equity:
 - (1) we may delay bookkeeping Deliverables that are on a deadline;
 - (2) we may charge our standard hourly fees for the additional work required to remediate the situation; and/or
 - (3) we may terminate your subscription at any time upon written notice without a refund of prepaid fees for unelapsed months of any Services.
- (d) For the avoidance of doubt, this Section 6 does not prevent you from managing your own accounts payable and/or accounts receivable and/or processing your own payroll.

7. **Client Responsibilities.**

- (a) Our provision of the Services requires that you provide us access to corporate, financial and related information, information technology systems or services, and/or input from you. You agree to timely provide all such information, access and input and reasonably cooperate with us in our provision of the Services.
- (b) You agree to provide good faith assumptions and accurate and complete representations, information and data, and you agree that we may assume you have done so without further investigation or verification.
- (c) You agree that late or insufficient information, access or input from you may cause delay in the performance of the Services, inability to provide the Services, or increase in the amount of our fees.
- (d) You agree to obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services.
- (e) For the avoidance of doubt, if our performance of the Services is prevented or delayed by any act or omission by you or your agents, vendors, consultants, or employees, we will not be in breach

of our obligations or otherwise liable for any related costs, charges, or losses incurred by you.

8. Management Responsibilities.

- (a) We provide the Services at the request of, and under the direction of, your management. While Advisor can provide assistance and recommendations, you are responsible for all management decisions and functions, including (i) setting policies or accepting policy recommendations; (ii) evaluating the reasonableness of underlying assumptions and the adequacy and results of the Services; and (iii) implementation of any findings or recommendations resulting from the Services.
- (b) You are responsible for designating an individual with suitable skill, knowledge or experience to oversee any services that Advisor provides.
- (c) You are responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for such Services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
- (d) We may act upon, and will not have liability for acting upon, instructions in any form (e.g., electronic, written, oral) so long as we reasonably believe that the instructions were actually given by you or on your behalf. You are responsible for the legality of your instructions to us. We are not obligated to identify or offer additional Services.
- (e) We prepare Deliverables resulting from the Services (for example, excerpts, models, budgets, confirmations, etc.) for use by your management. In preparing Deliverables, you agree that we (i) do not have an obligation to independently verify the accuracy or completeness of any facts provided by you or any third party, and (ii) do not undertake to update the Deliverable if any facts change, unless the Proposal for the Services expressly states otherwise. If you elect to present any Deliverable to any third party, such presentation must be made solely by you and not by or on behalf of us, and you agree to remove any references to us from the Deliverable and/or from the presentation.

9. Modifications to the Services. You understand that we may modify, change and/or improve our Services. You agree that we may add or remove functionality or features, and that we may suspend or stop part of the Services altogether. Similarly, because some of our Services are provided by our personnel, we reserve the right to determine from time to time in our sole discretion the personnel assigned to provide the Services to you.

10. Data use.

- (a) Advisor will use Client Data as described in the Agreement and/or in the Advisor Privacy Policy, as updated from time to time, and for the business purposes described therein. By subscribing to any Services, you expressly consent to such use, including the use of Client Data in Third-Party Services required for the provision of our Services, and the sharing of Client Data across various Services for which you subscribe (e.g., bookkeeping data for tax preparation services).
- (b) You agree that we may perform benchmarking studies on an aggregated basis across all or a subset of our clients, which will not contain any identifying information that can be attributed to

you or any of your users, clients, vendors, employees or representatives. You consent to our use of Client Data for the purpose of developing and/or performing such benchmarking studies.

- (c) You agree that we may share Client Data with our Affiliates, parent organization, or subsidiary organizations, for the purposes of (i) providing the Services or (ii) for purposes related to the provision of the Services, including, but not limited to, billing for the Services. **"Affiliate"** means any entity directly or indirectly controlling, controlled by, or under common control with Advisor.

11. **Login Credentials.**

- (a) Many banks and other financial entities provide their customers the ability to setup additional users with restricted rights to their account (a **"Sub-User"**). For your convenience, we recommend (where available and appropriate) the creation of a Sub-User, setup with only specific rights, for our exclusive use. This Sub-User should be limited to read-only access to the related account. In particular, maximum convenience is realized when this Sub-Account allows us to: (i) download statements or csv files of transaction history, (ii) sync accounts to our accounting software, and (iii) view check images for bookkeeping purposes. While we can still provide our services without the creation of a Sub-Account, we would alternatively require you to manually upload statements and provide feedback on questionable transactions. This may result in a delay to bookkeeping.
- (b) It is important that any access to any account you provide us is handled through the creation of a Sub-User. DO NOT provide us with any login credentials for your account or any account with modify or delete rights to an account.
- (c) We will delete any Sub-User records we have on file upon (i) termination or expiration of the applicable Proposal or (ii) receipt of your written request.

12. **Confidentiality.**

(a) **Definitions.**

- (1) **"Confidential Information"** means all non-public, confidential, or proprietary information disclosed by either Party (as the **"Discloser"**) to the other Party (as the **"Recipient"**) whether disclosed orally or disclosed or accessed in visual, written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that, at the time of disclosure: (i) is or becomes generally available to the public or is otherwise in the public domain other than as a result of any breach of this Section 12 by the Recipient or any of its Representatives; (ii) is obtained by the Recipient or its Representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) was in the Recipient's or its Representatives' possession prior to disclosure by the Discloser hereunder; or (iv) was or is independently developed by the Recipient or its Representatives without using any of the Discloser's Confidential Information.
- (2) **"Representative"** means employees, consultants, service providers, agents, and professional advisors of a Party.

- (b) **Use.** The Recipient will not (1) use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement or (2) disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who: (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement. The Recipient will exercise at least the same degree of care with respect to the Confidential Information it receives from the Discloser as the Recipient normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care. The Recipient will be responsible for any breach of this Section 12 caused by any of its Representatives. The Recipient will notify the Discloser in writing immediately of any misuse or misappropriation of the Confidential Information of the Discloser that comes to the Recipient's attention.
- (c) **Compelled Disclosure.** If the Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, the Recipient will immediately notify the Discloser in writing of such requirement so that the Discloser may seek a protective order or other appropriate remedy. The Recipient will provide reasonable assistance, at the Discloser's expense, to obtain or assist the Discloser in obtaining any such protective order. Failing the entry of a protective order, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised by outside counsel that it is legally compelled to disclose and will use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
- (d) **Return or Destruction.** At any time during or after the term of this Agreement, at the Discloser's written request, the Recipient and its Representatives will, at the Discloser's discretion, promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. Notwithstanding the foregoing, the Recipient may retain any copies of Confidential Information, regardless of whether such copies are in original form: (i) included in any materials that document a decision to terminate this Agreement with the Discloser, or otherwise to cease communications with the Discloser; (ii) as may be required to comply with the Recipient's internal record-keeping policies or any applicable federal, state or local law, regulation, or regulatory authority to which it is subject; or (iii) that are maintained as archive copies on the Recipient's disaster recovery and/or information technology backup systems. Such copies will be destroyed on the normal expiration of the Recipient's backup files. The Recipient will continue to be bound by the terms and conditions of this Section 12 regarding any such Confidential Information retained in accordance with this Section 12(d).
- (e) **Remedies.** Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 12 by such Party or its

Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party will be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. Each Party further agrees that it will: (i) Not oppose the granting of such relief on the basis that the non-breaching Party has an adequate remedy at law; (ii) pay any fees and expenses (including reasonable attorneys' fees and court costs) that the non-breaching Party may incur in enforcing this Agreement; and (iii) indemnify and hold harmless the non-breaching Party for any losses arising out of a breach of this Section 12 by the breaching Party.

13. **Term and Termination.**

- (a) **Initial Term.** The Agreement is effective on the date you sign a Proposal or you otherwise agree to these Terms (for example, by clicking through an online agreement) (the "**Effective Date**"). Your initial subscription term will begin at the subscription start date and continue, unless terminated earlier, for the initial period for which you have paid or owe subscription fees, or if you do not owe prepaid subscription fees then for the period set forth in your Proposal or the completion of the Services described in your Proposal (the "**Initial Term**"). Subscription terms for different types of Services (for example, bookkeeping and tax preparation) may differ.
- (b) **Set Periods.** Certain subscription Services involve periods set by law (for example, a tax year) or by your management (for example, a fiscal year) ("**Set Periods**"), and aligning the subscription term of such Services with the respective Set Period leads to operational efficiency. Therefore, if the start date of your subscription to Services differs from the start date of an applicable Set Period, you authorize us to adjust the start date of your subscription to align it to the start date of the Set Period, with a corresponding adjustment of billing dates. Such alignment of start dates will not result in an increase of your subscription fees, unless otherwise authorized by the Agreement.
- (c) **Automatic Renewal.** Upon the end of the Initial Term and any Renewal Term, your subscription for the respective Services will automatically renew, without the need to execute a new Proposal or other agreement, for the same duration (a "**Renewal Term**") as the immediately preceding term of such Services, unless you give us non-renewal notice (via ar@truewealthdesign.com) or we give you notice to the email address associated with your account at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.
- (d) **Termination.**
 - (1) **For Convenience.** Advisor, in its sole discretion, may terminate any Proposal, specific Services, or this Agreement in its entirety, at any time, without cause, upon written notice to Client sent via the email address Advisor has on file.
 - (2) **Termination for Cause.** Either Party may terminate the Agreement if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

- (3) **Refund of Prepaid Fees.** In the event we terminate the Agreement or any Services for any reason other than your breach of the Agreement, we will give you a refund of prepaid fees for unelapsed months of the terminated Services. For the avoidance of doubt, you agree that we will not be obligated to issue a refund if our termination is caused by your breach of the Agreement, including your failure to pay any fees when due or to timely provide information, systems access or input that we have reasonably requested for the provision of the Services. You may stop using the Services at any time without cause, however we will not be obligated to provide a refund of any prepaid subscription fees.

(e) **Effect of Termination.**

- (1) **No Release.** The expiration or termination of this Agreement, for any reason, will not release either Party from any obligation or liability to the other Party, including any payment and delivery obligation, that:
 - (A) has already accrued hereunder;
 - (B) comes into effect due to the expiration or termination of the Agreement; or
 - (C) otherwise survives the expiration or termination of this Agreement.
- (2) **SECTION 13(e)(1) WILL IN NO WAY BE INTERPRETED AS GRANTING ANY RIGHT TO CLIENT, OR ANY OBLIGATION ON BEHALF OF ADVISOR, TO PROVIDE ANY DELIVERABLE WHERE SUCH RIGHT OR OBLIGATION WOULD CONFLICT WITH THE LIMITATION CONTEMPLATED IN SECTION 3(c) OF THESE TERMS.**
- (3) **UPON TERMINATION OF A PROPOSAL, OR THE ENTIRE AGREEMENT, FOR ANY REASON, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR YOUR FAILURE TO MEET GOVERNMENTAL AND OTHER DEADLINES, OR FOR ANY LIABILITY, INCLUDING PENALTIES OR INTEREST THAT MAY BE ASSESSED AGAINST YOU RESULTING FROM YOUR FAILURE TO MEET SUCH DEADLINES.**
- (4) In the event your subscription to bookkeeping Services ends, we will be available to transfer to you the “primary administrator” status for the QuickBooks Online account that was maintained for you by Advisor, so that you can elect to maintain that subscription with Intuit or export your data.
- (5) After termination of the Agreement or any specific Services, any support or information production related to the terminated Services will be at our sole discretion, and if we perform such support or information production you agree to reimburse us for our professional time at our then-current standard hourly rates.
- (6) We do not guarantee the availability of any documents or information after such termination. You agree that it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

14. **Intellectual Property Rights.**

- (a) For the purposes of this Agreement:
- (1) **“Intellectual Property Rights”** means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.
 - (2) **“Advisor IP”** means Advisor’s interest in and to all of its Intellectual Property Rights of every kind, including in and to all proprietary information, documents, materials, management techniques, inventions (whether patented or not), copyrights and works of authorship (whether subject to a U.S. copyright registration or not), know-how and Advisor information, its software applications, routines, source and object code, database content and design, algorithms, APIs, processes and workflows, related documentation, and improvements, enhancements, derivations or modifications of any of the foregoing that were developed prior to, or in connection with, our delivery of the Services to Client. Advisor IP also includes all Advisor Confidential Information. Notwithstanding anything to the contrary in the Agreement, workpapers and other documents created by us during the course of providing the Services (**“Workpapers”**) are Advisor IP.
 - (3) **“Client Data”** means data provided by you or at your direction for the provision of the Services, and excerpts and reports of such data prepared as part of the Services for you. For the avoidance of doubt, industry knowledge, general inferences from Client Data across clients (without identifying you), and our Workpapers are not Client Data.
- (b) **Client Data.** Subject to the limited rights expressly granted in the Agreement, as between the Parties you retain all rights, title and interest, including all Intellectual Property Rights, in and to Client Data. You grant us and our subcontractors a limited license to use the Client Data to provide, protect and improve the Services and to perform our rights and obligations under this Agreement.
- (c) **Advisor IP.** Subject to the limited rights expressly granted hereunder, as between the Parties we own all rights, title and interest, including all Intellectual Property Rights, in and to the Advisor IP. We grant you a non-exclusive license to Advisor IP solely for the purpose of facilitating the provision of our Services to you during the Term of the Agreement. All Advisor IP which we make available to you is Advisor Confidential Information, and subject to Section 12. You agree not to distribute copies of any Workpapers without our prior written consent.
- (d) **Right to Grant Licenses.** Each Party represents and warrants to the other that it has the authority, including any and all necessary consents, to grant the licenses above.
- (e) **Other Rights Reserved.** Except for any express grants of licenses contained in this Agreement, nothing herein will be interpreted as a license, transfer or grant by Advisor to Client of any interest in or to Advisor IP of any kind.
- (f) **Feedback.** If Client suggests new features, functionality or service offerings that Advisor, in its sole discretion, adopts or starts to offer, such new features, functionality or service offerings, and all related Intellectual Property Rights, will be the sole and exclusive property of Advisor and any and

all claims of Client as to the same are hereby waived and released.

15. **Personnel Non-Solicitation.**

- (a) We incur recruiting, training, education and other non-recoverable costs for the personnel assigned to provide the Services to you. We are willing to incur such costs in reliance on your promises in this Section 15. You agree not to solicit for hire, directly or indirectly, on behalf of yourself or for any third party, any then-current employee or contractor of ours who has been made known to you in connection with the Services (“**Covered Personnel**”) during the term of the Agreement and for one year thereafter. This Section 15 does not prohibit you from soliciting or hiring any individual as a result of a general employment advertisement not specifically directed at Covered Personnel.
- (b) As a reasonable estimate of our personnel replacement costs and not as a penalty, you agree to pay us \$25,000 for every individual Covered Personnel who has terminated their employment or contractor relationship with us as a result of your breach of this Section 15.

16. **Representations and Warranties.**

- (a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that:
 - (1) it is duly organized, validly existing and in good standing as a limited liability company or other entity under the laws and regulations of its jurisdiction of organization;
 - (2) it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder;
 - (3) the execution and delivery of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized; and
 - (4) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- (b) **Advisor Representations and Warranties.**
 - (1) **Limited Warranty.** We represent and warrant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.
 - (2) **Disclaimer of Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 16(b)(1) ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE

OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) **Client Representations and Warranties.**

- (1) **Using the Services on Behalf of Others.** If you are using the Services on behalf of another individual or entity, you represent and warrant that you have all the authorizations and rights necessary and sufficient to do so.

17. **Limitation of Liability.**

- (A) **IN NO EVENT WILL ADVISOR (INCLUDING ADVISOR'S AFFILIATES) BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (B) **IN NO EVENT WILL ADVISOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ADVISOR PURSUANT TO THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR ONE HUNDRED US DOLLARS, WHICHEVER IS GREATER.**
- (C) **THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 17 ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH THE PROVISION OF THE SERVICE AND THAT, WERE WE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD HAVE TO BE SET SUBSTANTIALLY HIGHER. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 17 WILL APPLY EVEN IF CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.**

18. **Indemnification.** You will defend, indemnify and hold harmless the Advisor and their employees, officers, directors, consultants, representatives and agents from and against all damages, losses, liabilities, claims, demands, actions, suits, judgments, settlements, costs and expenses, including all attorneys' fees, that arise from or relate to: (a) your use of and/or our provision of the Services (except to the extent arising directly from our willful misconduct or gross negligence), (b) your violation of the Agreement, (c) any content, information or materials provided by you, or (d) infringement by you of any Intellectual Property or other right of any third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to reasonably assist and cooperate with us in asserting any available defenses and/or defending any legal proceeding.

19. **Disputes; Class-Action Waiver.**

- (a) **Notice of Disputes.** If you have a dispute with us, you will promptly send written notice to: 700 Ghent Road, Ste 100, Akron, OH 44333. You agree that if we have a dispute with you, we may contact you by sending notice to the address and/or email address listed on your Order Form.

- (b) **Informal Resolution.** Before filing a claim, you and we each agree to try to resolve the dispute by contacting the other Party through the notice procedures in Section 19(a) (Notice of disputes). If a dispute is not resolved within 30 days of notice, you or we may bring a formal proceeding.
- (c) **Arbitration.** The Parties agree to resolve any and all claims relating to the Agreement or the Services through final and binding arbitration and that the provisions of the Federal Arbitration Act (FAA) (9 U.S.C. §1 et seq.) govern this Agreement, except as set forth below. The Parties agree that the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in Summit County, Ohio, or any other location both Parties agree to in writing.
- (d) **Exceptions to Arbitration.**
- (1) In the event that either Party brings a claim or cause of action solely for injunctive relief (i) under Section 12(e); (ii) to prevent or stop unauthorized use or abuse of the Services; (iii) to prevent or stop infringement of Intellectual Property Rights; (iv) relating to unlawful acts that threaten future injury to the general public (public injunctive relief); or (v) otherwise, the state and federal courts located in Summit County, Ohio will have exclusive jurisdiction over such claim or cause of action. For the avoidance of doubt, if a Party brings a claim or cause of action for injunctive relief under this Section 19(d)(1), there will be no requirement to engage in the informal dispute notice process or arbitration process described herein.
- (2) In addition, if the dispute between the Parties is for amounts that are within the jurisdiction of a small claims court, each Party has a right to opt to pursue such small claims directly in small claims court.
- (e) **NO CLASS ACTIONS.**
- (1) **THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, AND EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR OR YOUR INDIVIDUAL CAPACITY, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY WILL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR BY LAW); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.**
- (f) **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to AAA against us and/or our Affiliate(s) within reasonably close proximity, the arbitration provider will (a)

administer the arbitration demands in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (b) designate one arbitrator for each batch; and (c) provide for a single filing fee due per side per batch. Arbitrator selection for each batch will be conducted to the greatest extent possible in accordance with the applicable AAA rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with us and the arbitration provider to implement this “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This “batch arbitration” provision will in no way be interpreted as authorizing class arbitration of any kind. We do not agree to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this Section 19.

20. **Document Retention.**

- (a) **Workpapers.** Workpapers will be maintained by us in accordance with our firm’s record retention policy and any applicable legal and regulatory requirements. Advisor destroys Workpapers after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our Workpapers, causing the Workpapers to be unavailable before the expiration of the retention period.
- (b) **Copies of Client Data.** Our copies of Client Data 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. We may delete our copies of Client Data, subject to our legal retention requirements, at any time without liability to you.
- (c) **Deliverables.** Our copies of Deliverables are solely for our documentation and regulatory purposes and are not a substitute for your maintaining of your own copies of such Deliverables. We may delete our copies of Deliverables, subject to our legal retention requirements, at any time. You are solely 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.

21. **Disclaimers.**

- (a) **Advisor is not a certified public accounting firm.** You understand and agree that Advisor is not a certified public accounting firm and does not provide services that would require a license to practice public accounting. You acknowledge that Advisor is not a member of the American Institute of Certified Public Accountants (AICPA) and is not governed by any AICPA rules. The Services do not include, and you will not rely on them for: (i) audit, attest, examination, verification, investigation, certification, presentation, or review of financial transactions or accounting records (as such terms are used in the Ohio Revised Code Section 4701 et seq. (“**Ohio Public Accountancy Law**”)); (ii) independent advice relating to accounting procedure or to the “recording, presentation, or certification of financial information or data” within the meaning of the Ohio Public Accountancy Law; (iii) preparation or certification of reports on audits or

examinations of books or records of account, balance sheets, and other financial, accounting and related schedules, exhibits, statements, or reports that are to be used for publication, for the purpose of obtaining credit, for filing with a court of law or with any governmental agency, or for any other purpose, as contemplated by the Ohio Public Accountancy Law; (iv) legal or regulatory advice regarding any of your business practices, including with respect to their appropriateness or legality; or (v) unless otherwise expressly included on a Proposal, tax advice or tax return preparation. You should seek the services of a duly licensed professional in connection with any of the foregoing. In particular, in compliance with applicable law and accounting standards regarding auditor independence, we cannot (and do not) make any representation or warranty whether any financial records are compliant with GAAP, IFRS or any other accounting standards or rules.

- (b) **No HIPAA Representations.** We do not represent or warrant that the Services comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"). You must notify us of any HIPAA compliance requirements prior to entering into the Agreement, or within 30 days of any HIPAA compliance requirements becoming applicable to you and/or us.
- (c) **Disclaimer of Legal and Investment Advice. OUR SERVICES UNDER THIS AGREEMENT DO NOT CONSTITUTE LEGAL OR INVESTMENT ADVICE. WE RECOMMEND THAT YOU RETAIN LEGAL COUNSEL AND INVESTMENT ADVISORS TO PROVIDE SUCH ADVICE.**

- 22. **Referrals.** In the course of providing Services to you, you may request referrals to products or professionals such as but not limited to attorneys, insurance agents or brokers, or professional employee organizations. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any Services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.
- 23. **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.
- 24. **Insurance.** Both Parties will maintain, at each Party's own expense, all insurance reasonably required in connection with this Agreement or any Proposal.
- 25. **Updates to these terms.** You understand and agree that from time to time we may amend these Terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you agree that you will be deemed to have agreed to be bound by the modified Terms. Notwithstanding the foregoing, if the changes have a materially adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change (via ar@truewealthdesign.com). If we cannot accommodate your objection, then the prior Terms will remain in force until the expiration of your then-current subscription

period. Any renewed subscription will be governed by the then-current Terms. For clarity, our right to amend these Terms under this Section 25 are not subject to the writing or signature requirements applicable to amendments as contemplated by Section 26(g).

26. **Miscellaneous.**

- (a) **Notice.** Each Party will deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other Party at its address set forth on the face of the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 26(a)). Each Party will deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice has complied with the requirements of this Section 26(a).
- (b) **Governing Law and Forum.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in Summit County, Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party’s address set out herein will be effective service of process for any suit, action, or other proceeding brought in any such court. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.**
- (c) **Interpretation.** Where permitted by the context, each pronoun used in this Agreement includes all genders and both singular and plural, and each noun used in this Agreement includes both singular and plural. Each Party is represented by counsel and the preparation of this Agreement was the result of the mutual drafting of their counsel and it may not be construed for or against any Party. The use of the word “including” in this Agreement is exemplary and not exhaustive so that it means including without limitation the items following.
- (d) **Waiver.** A Party to this Agreement will not be bound by a waiver of any right or remedy that inures to the Party’s benefit under this Agreement unless the waiver is in a writing signed by the Party. A failure by a Party to enforce any right or seek any remedy for a breach of this Agreement by the other Party does not constitute a waiver of the first Party’s right to enforce that right or seek that remedy with respect to that or any other breach. A waiver by a Party of a breach of a provision of this Agreement is not a waiver of any subsequent breach.
- (e) **No Third Party Beneficiaries.** This Agreement does not confer any rights upon any person other than the Parties to this Agreement and their respective successors and permitted assigns.

- (f) **Successors and Assigns.** Client may not assign its rights or delegate its duties under this Agreement without the prior written consent of Advisor, which consent will not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 26(f) will be null and void. An assignment of Client's rights or a delegation of Client's duties under this Agreement will not release Client from Client's duties under this Agreement except to the extent Advisor agrees in writing. Advisor may freely assign the Agreement, or its rights and/or obligations under it, in whole or in part. This Agreement will inure to the benefit of and be binding upon a Party's executors, administrators, heirs, permitted assigns, and successors. All references to a Party in this Agreement will mean the successor or permitted assignee of the Party after succession or assignment.
- (g) **Amendment.** This Agreement supersedes all prior and contemporaneous discussions and agreements between the Parties with respect to the subject matter of this Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof. Subject to our right to amend these Terms set forth in Section 25, this Agreement may not be amended except by a writing signed by both Parties.
- (h) **Survival.** Sections 5, 10, 13(e), 14, 16(b)(2), 17, 18, 19, 20, 21, and 26, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination of this Agreement. Section 15 will survive for the period set forth therein.
- (i) **Electronic Signatures.** The transactions contemplated by this Agreement may be conducted by electronic means as contemplated by the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) ("**ESIGN**") and the Uniform Electronic Transactions Act ("**UETA**") (Ohio Revised Code § 1306.01, et seq.). A Party's execution or delivery of this Agreement, or any other document relating to the transactions to be consummated hereunder, may be evidenced and effected by electronic signature, which will constitute a legal, valid and binding signature and have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, as defined by ESIGN and UETA.
- (j) **Severability.** If an arbitrator or a court of competent jurisdiction determines a provision of this Agreement to be unenforceable, the court or arbitrator may reform the provision so that it is enforceable to the maximum extent permitted by law. The unenforceability of any provision of this Agreement will not affect the enforceability of any other provision of this Agreement.
- (k) **Force Majeure.** If Advisor notifies Client of the occurrence of Force Majeure Event, and the anticipated duration of any delay resulting therefrom, Advisor does not breach this Agreement because of a delay or failure of performance attributable to such Force Majeure Event. A "**Force Majeure Event**" means a cause beyond the reasonable control of Advisor which could not have been reasonably avoided, including: acts of God; flood, fire, earthquake, or explosion; epidemic or pandemic; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or

slowdowns, or other industrial disturbances; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; or any other substantially similar event, condition or circumstance.

- (l) **Headings.** The section and other headings in the Agreement are included as a matter of convenience and are not a part of this Agreement.
- (m) **Independent Contractors.** The Parties to this Agreement are independent contractors and are not related as partners, joint venturers, by an employment relationship, or otherwise.
- (n) **Remedies.** All remedies afforded by this Agreement are cumulative and do not limit or preclude any other remedy a Party may have at law or equity for a breach or threatened breach of this Agreement.
- (o) **Nondisclosure; No Publicity.** Except as may be required by law or a government authority, no Party may, without the written consent of the other Party, disclose to any person except the Party's counsel, accountants, professional advisors, and bankers, the existence of this Agreement or its subject matter. Neither Party will make any public statement about the Agreement or the relationship of the Parties governed by the Agreement that identifies the other Party without the other Party's prior written consent, except that while you are a client, we may use your name and logo in client lists on an equal footing with other clients.
- (p) **Compliance.** The Services and derivatives thereof may be subject to U.S. and foreign export laws and regulations. Each Party represents and warrants that it is not on any U.S. government denied-party list. You will not permit any Representative to use our Services in Russia or in a U.S.-embargoed country or region (which includes the Crimea region, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR) of Ukraine, North Korea, Iran, Cuba, and the Syrian Arab Republic) or in violation of any U.S. export law or regulation.
- (q) **Unfair Competition.** You may not use the Services or any materials provided by us to build a competitive product or service.
- (r) **Typographical errors.** In the event a Service is listed at an incorrect price due to a typographical error or error in pricing information received from our partners or suppliers, we will have the right to refuse or cancel any Proposal at the incorrect price. In such event, if you have already paid the incorrect price, we will promptly refund your payment.