

## **TW Accounting & Tax Advisors, LLC | Business Tax Services Terms**

These terms and conditions for Tax Services (these “**Tax Services Terms**”) apply to the Services described below and operate in addition to the Terms applicable to all Services provided by Advisor. In the event of any inconsistency between the Terms and these Tax Services Terms, these Tax Services Terms control with respect to the Services described below.

### **IRS Regulation 26 C.F.R. § 301.7216-3 consent to disclosure and use:**

Please note that we may perform any or all of our obligations hereunder through a third-party tax service provider or a third-party R&D tax services provider, including in each case its Affiliate(s), some of which may be located outside of the United States (each service provider and its Affiliates, a “**Service Provider**”) and/or our Affiliate(s), some of which might be located outside of the United States. These Service Providers and/or we and our Affiliates may use subcontractors, some of which may be located outside of the United States. In such event, we will remain liable to you for any nonperformance of the Agreement by us caused by an act or omission of the applicable Service Provider.

You hereby consent to (1) Advisor and/or its Affiliate(s) (“**Advisor**”) disclosing your information that is required to provide the tax services (this information is referred to in this paragraph as the “required information” and it includes, for example, your financial and business information, entity and ownership information, complete tax return(s) in Advisor’s possession, and other tax return information communicated through Advisor’s systems) to us and our Affiliate(s) and/or Service Provider(s), as applicable, (2) our and our Affiliates’ and Service Providers’ use of the required information to provide the tax services, including disclosure to, and use by, subcontractors to provide the tax services, (3) the disclosure and use of the required information outside of the United States to provide the tax services, (4) our disclosing your complete tax return(s) and other tax return information to Advisor to share it with you through Advisor’s systems and facilitate completion of your tax return(s), (5) Advisor using your complete tax return(s) from the tax services, required information, and other tax return information communicated through Advisor’s systems to perform and improve its services, including, for example, use in bookkeeping and other services and disclosure to potential partners for evaluation purposes and service providers for processing purposes, and (6) disclosure of the required information and tax return information in response to state subpoenas and grand jury subpoenas, subject to notice to you of the same to the extent permitted by law. Contact your Advisor account manager if you want to limit Advisor’s disclosures of your complete tax returns. The tax services are offered on a subscription basis. This consent applies to required information, complete tax returns, and other tax return information communicated through Advisor’s systems for the initial subscription period and subsequent renewal periods. This consent is valid with respect to Advisor’s use of your information for services performance and improvement purposes for as long as Advisor has a business purpose for using the information, and with respect to other uses and disclosures until the statute of limitations to assess any tax by the Internal Revenue Service or other applicable state agency with respect to the applicable tax return has expired.

We will have in place with the applicable Service Provider at all relevant times a written agreement obligating the applicable Service Provider (including its Affiliates, if and as applicable) to comply with confidentiality obligations protective of all such information substantially similar to those contained in this Agreement.

#### **1. Tax Preparation Services.**

- (a) If you purchase our tax preparation services (as reflected on your Proposal), we expect to perform the following services (the “Tax Preparation Services”):

- (1) Prepare the federal, state(s), and local income tax returns with supporting schedules, based on financial statements that accurately represent the financial activity of the Client provided by the Client.
- (b) Any additional tax returns or other government filings for the Client not included in the Order Form must be requested in writing by the Client, and accepted in writing by us, and will then be subject to the terms and conditions of this Agreement.
- (c) Except as specifically provided in an Order Form, this engagement and the Tax Preparation Services do not include any returns other than income tax returns (including without limitation sales or use tax returns) and do not extend to determining the Client's filing requirements or nexus in any particular taxing jurisdiction. We may be able to assist you in the preparation of these filings, if you request. This request must be in writing by the Client, and accepted in writing by us, and will then be deemed added to the Order Form and be subject to this Agreement. Please note there are substantial governmental penalties and personal liability for noncompliance.
- (d) We and the Service Provider must use judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We and the Service Provider may apply the "more likely than not" reliance standard when communicating positions to you to resolve such issues in order to avoid penalties that might be assessed against the Service Provider as a return preparer. As a condition of receiving Tax Preparation Services, you agree to honor our reasonable directions and those of the Service Provider regarding disclosure of return positions to avoid or mitigate penalties.
- (e) In the course of the Tax Preparation Services, it may come to your or our attention that you may need to file tax returns in one or more additional jurisdictions, including foreign jurisdictions. While we will advise you if this comes to our attention, you remain solely responsible for identifying all filings for which you are seeking Tax Preparation Services, including any liability and additional expenses resulting from choosing not to prepare and file any tax returns, tax forms, and/or supporting schedules (whether recommended by us or not). You must inform us of any new or expanded activities that could trigger filing requirements in additional state(s) or country(ies), such as the acquisition of property or the hiring of employees or use of independent contractors in a new state or country. Activities of a partnership, LLC, trust or other pass-through entity in which you are an owner or beneficiary may also trigger additional state and/or foreign tax filings, so you must inform us if you have acquired an interest in a new pass-through entity over the past year. We will not file any Commerce Department reports or surveys for the Client.
- (f) Management is responsible for ensuring proper recording of transactions in the accounts, safeguarding assets, and for the substantial accuracy of the financial records. Because you have final responsibility for the tax returns, you should review them carefully before you sign and file them. Your returns may be audited by the taxing authorities. Any proposed adjustments may be subject to appeal.
- (g) Because of the special purpose, nature and format, income tax returns do not constitute financial statements prepared in accordance with generally accepted accounting principles. The tax returns should be used only for income tax purposes and must not be used as a substitute for financial statements.
- (h) U.S. citizens and residents and certain nonresidents who have a financial interest in or signature

or other authority over any “financial accounts” in a foreign country are required to make a separate filing if the aggregate value of these accounts exceeds \$10,000 at any time during the year. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. We are able to assist you in the preparation of these foreign filings. You are responsible for identifying the need for these filings, and they will be part of the Tax Preparation Services if ordered by you, either initially or by following the process for “as needed” additional services. Please note there are substantial IRS and other governmental penalties for noncompliance.

## 2. **R&D Credit Services.**

- (a) If you purchase our R&D tax credit services (as reflected on your Proposal), we will provide the following services (“**R&D Credit Services**”):
  - (1) Provide guidance to identify and determine which of the Client’s expenses qualify for the R&D tax credit for United States federal income purposes;
  - (2) Calculate the amount of the Client’s qualifying R&D expenses and provide the Client such calculation; and
  - (3) Prepare supporting technical and financial substantiation documentation required for IRS Forms 6765 and 8974 (including, but not limited to, documentation of research time and R&D payroll expenses) (together with the calculation of the Client’s qualifying R&D expenses, the “**R&D Tax Credit Study**”).
- (b) We and the Service Provider must use judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities’ interpretations of the law and other supportable positions. We and the Service Provider may apply the “more likely than not” reliance standard to resolve such issues in order to avoid penalties that might be assessed against the Service Provider as a return preparer. As a condition of receiving R&D Credit Services, you agree to honor our reasonable directions and those of the Service Provider regarding disclosure of return positions to avoid or mitigate penalties.
- (c) The Client is responsible for ensuring proper recording of transactions in the accounts and for the completeness and substantial accuracy of the financial, personnel and R&D records. Because you have final responsibility for the tax returns, you should review them carefully before you sign and file them.
- (d) There is no guarantee that the taxing authorities will accept your R&D activities as qualifying R&D activities or that the tax authorities will approve all of your R&D expenditures as qualifying R&D expenditures. Additionally, your returns may be audited by the taxing authorities. Any proposed adjustments may be subject to appeal.

- 3. **Records.** We or the Service Provider will retain copies of the records you have supplied to us along with work papers for your engagement for a period of seven years from the due date of the applicable return (including extensions). Please notify us within this period if you need copies of any of these materials. After seven years, work papers and engagement files will be destroyed. Your original records will be returned to you at the end of this engagement. Working papers and files that we or the Service Provider maintain are not a substitute for your original records, and you should arrange for secure storage of the originals.

4. **Fees.**

(a) **Set Forth in Proposal.** Our fees for these services are as set forth in the Proposal.

(b) **Tax Preparation Services.**

- (1) With respect to Tax Preparation Services, our services include filing the following tax returns for the Client:
  - (A) One U.S. federal business income tax return
  - (B) One U.S. state business income tax return
- (2) If you notify us in writing that there are additional state income tax returns, foreign shareholders owning greater than 25%, foreign financial accounts, or changes in accounting methods, additional fees will apply.
- (3) You acknowledge that the subscription to Tax Preparation Services does not include a verification of any amounts or values related to crypto assets or transactions provided by you or on your behalf for purposes of completing any tax returns.
- (4) If you owe any taxes as determined by the Tax Preparation Services, you authorize us to pay such taxes on your behalf via the payment channel designated by you and made available to us for tax payments. We may reach out to you for an additional authorization above certain amounts.

(c) **R&D Credit Services.**

- (1) With respect to R&D Credit Services, we will require an initial payment as set forth in the Proposal. This initial payment is generally non-refundable; however, we will provide a partial or full (as detailed below) refund of your initial payment in the following circumstances:
  - (A) If, based on the completed R&D Tax Credit Study, the results of our calculations indicate that you are not eligible to claim any R&D tax credits, you will be entitled to a full refund of your initial payment.
  - (B) If, based on the completed R&D Tax Credit Study, the results of our calculations indicate that the amount of R&D tax credits that you are entitled to claim is less than the amount of your initial payment, you will be entitled to a partial refund equal to the difference between the amount of your initial payment and the amount of R&D tax credits our calculations indicate you are eligible to claim.
- (2) **THERE IS, HOWEVER, NO GUARANTEE THAT THE TAXING AUTHORITIES WILL ACCEPT YOUR R&D ACTIVITIES AS QUALIFYING R&D ACTIVITIES OR THAT THE TAX AUTHORITIES WILL APPROVE ALL OF YOUR R&D EXPENDITURES AS QUALIFYING R&D EXPENDITURES.**

(d) **Prepayment.** We reserve the right to request prepayment before starting the provision of any Tax Services. In the case of nonpayment of any amount due and owed under the Agreement, in addition to such unpaid amounts you will reimburse us for all costs and fees incurred to collect the unpaid amounts.

- (e) **Payment Method.** All payments for Tax Preparation Services and/or R&D Credit Services will be made in US dollars and made by ACH, check, credit card, or debit card.
  - (f) **Suspension of Services.** We may immediately suspend provision of the Tax Preparation Services and/or R&D Credit Services if your account is past due with respect to the payment of fees for any services or any other amounts owed by you to us. You agree to pay any fees for Services owed by your Affiliates. Except to the extent expressly set forth in the Agreement, all payments are non-refundable and non-creditable.
5. **Rights and Protections.** You retain the right to terminate the Tax Preparation Services or R&D Credit Services upon written notice to us at any time, and we retain the right to resign at any time upon written notice to you. If we resign, we will provide you with a full refund of any amount prepaid for terminated Tax Preparation Services or R&D Credit Services that have not yet been rendered.
6. **Indemnification Related to Tax Services.** In addition to any other indemnification obligation of Client, Client agrees to indemnify, and hold harmless Advisor, and each of its officers, directors, employees, contractors, Affiliates and agents for any liabilities, damages, expenses (including reasonable attorney's fees and costs), costs and/or losses incurred in connection with (a) any financial liability for penalties or interest resulting from misinformation or misdirection originating from Client or failure by Client to timely provide required information, sign e-file forms or make necessary payments and/or (b) any third party claims or other legal or regulatory action or proceeding involving or relating to the Tax Preparation Services, R&D Credit Services or this Agreement. With respect to any action or proceeding in which we are not a party, the Client will indemnify, and hold harmless, Advisor and each of its officers, directors, employees, Affiliates, and agents for all costs and expenses (including reasonable attorney's fees and costs) associated with providing testimony, documents or information relating to the Tax Preparation Services and/or R&D Credit Services, including any time expended at our then standard rates.
7. **Confidentiality.** For all Tax Services subject to these Tax Services Terms:
- (a) The definition of Confidential Information in Section 12(a)(1) is modified to read as follows:

**“Confidential Information”** means (a) “tax return information” as defined in Treasury Regulation § 301.7216-1(b)(3), and (b) 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 **Error! Reference source not found.** 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.
  - (b) With respect to “tax return information” as defined in Treasury Regulation § 301.7216-1(b)(3), the Section “IRS Regulation 26 C.F.R. § 301.7216-3 consent to disclosure and use” above will operate in lieu of the authorization to disclose Confidential Information to Representatives in Section 12(b) of the Terms.