

Memorandum of Understanding Terms and Conditions

We appreciate the opportunity to work with you. In order to avoid any misunderstandings, it is important that the terms of our mutual understanding be clarified. The following terms and conditions should be read in their entirety.

Tax Return Responsibilities

You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records. You will furnish us with all the information necessary for preparing the returns. We are not required under professional standards to, nor will we, audit or verify the data you submit to us, although we may ask you to clarify it or furnish us with additional data. Because you have final responsibility for the returns, you should review them carefully before you sign and file them.

You are responsible for maintaining proper records in accordance with tax laws to substantiate all items of income and deductions you provide to us for the preparation of tax returns. These include, but are not limited to, charitable contribution substantiation. If you have any questions as to the type of records required, please ask us for advice in that regard.

Our work, in connection with the preparation of your income tax returns and other tax services identified in the memorandum, does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist.

Intuitive Risk Management Intl (IRMI) will rely on you to provide information and representations to us in the performance of our professional services and in consideration of the fees that we will charge. Because we will be relying on your representations, you agree to indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by you or your employee, regardless of whether such employee was acting in your interest and even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation. This indemnification applies only to the extent of claims, liabilities, losses, and costs attributable to the misrepresentations; will not apply in circumstances where IRMI has been found to be grossly negligent; and will survive termination of this memorandum.

Professional Standards

The services under this agreement will be provided in accordance with applicable professional standards, including IRS Circular 230, the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants, and the tax preparer penalty standards of IRC Sec. 6694 and the regulations thereunder.

In the performance of our professional services, these standards impose on us certain obligations that may require us to act contrary to what you may believe is in your best interest. As a result, we will not enter into a fiduciary relationship with you and you should not impose on

us special confidence that we will conduct this engagement with only your interest in mind. Accordingly, you understand that no fiduciary relationship will be created by this engagement.

Substantial Authority Penalty Standard

The Emergency Economic Stabilization Act of 2008 equalized the tax return preparer penalty standard to your standard as a taxpayer at "substantial authority" for undisclosed tax return positions. The "substantial authority" standard is generally interpreted as having a 40% chance of being sustained on its merits. We will advise you to disclose any tax return position that we believe does not meet the substantial authority standard. In the event that we advise you to disclose a tax return position that, in our professional judgment, will not meet the "substantial authority" standard and you refuse to disclose the position, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services. You will be responsible for any charges incurred through the date we stop work on your tax return.

Tax Return Matters

We will use our professional judgment in preparing tax returns and providing other tax services. 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 the tax return. We will follow the position you request on the return so long as it is consistent with tax codes and regulations and interpretations that have been promulgated, including the tax return preparer standards as outlined above. If the Internal Revenue Service or other taxing authority 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.

The law provides for penalties to be imposed when taxpayers make a substantial understatement of their tax liability. If you would like information on the amount or circumstances of these penalties, or how they relate to the tax return preparer penalties, please contact us.

This engagement does not include responding to government inquiries, notices, or examinations. In the event of a government audit or examination, we highly recommend that you consult with us prior to responding to the taxing authority. Any proposed adjustments by an examining agent are subject to certain rights of appeal. We will be available upon request to represent you in such matters and will render invoices for the professional services and expenses incurred under our customary billing practices.

A taxpayer may authorize the Internal Revenue Service and state taxing authorities to discuss the taxpayer's tax return with the Tax Consultant who signed the return as the "preparer." With this authorization, the tax return preparer may (1) provide information that may be missing from your return, (2) call to inquire on the processing of your return or the status of a refund, (3) respond to notices relating to mathematical errors, offsets, and return preparation. As a business practice, we routinely check the "yes" box in the signature area of the tax return that

makes an irrevocable election to grant this authority for that specific tax return. The authorization is valid for one year after the due date for filing the tax return. If you do not wish to grant this authority, please notify us.

Other Tax Filings and Services

You are responsible for providing us the information necessary to:

- Prepare any international, state, and local tax forms or returns outlined above in the Summary of Services, and/or
- Identify applicable federal and state tax credits.

Unless we are specifically engaged to do so, we will not perform any nexus or other similar study to determine international, state, or local tax form or return filing requirements that you may have, nor will we perform a detailed analysis of credits for which you are eligible but are not currently claiming.

You are solely responsible for meeting any:

- Foreign country tax or reporting requirements,
- Transfer Pricing documentation requirements,
- State or local requirements for reporting unclaimed property, and/or
- Affordable Care Act reporting requirements.

IRMI will not assist in fulfilling these requirements unless specifically engaged.

Please note that if you have a tax filing requirement in a given foreign, state, or local jurisdiction but do not file the required tax return, it is possible that the non-filing could have adverse ramifications. If you would like more information on this matter, please let us know.

Foreign Bank Account Reporting and Foreign Financial Asset Disclosure

Any person or entity subject to the jurisdiction of the U.S. having a financial interest in, or signature or other authority over, a bank, securities or other financial account(s) in a foreign country having an aggregate value exceeding \$10,000, shall report such relationship. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. The informational report is due April 15.

In addition, the 2010 Hiring Incentives to Restore Employment Act ("HIRE Act") requires individuals with interests in specified foreign financial assets with an aggregate value, at any time during the year, in excess of certain thresholds beginning at \$50,000 to disclose information with respect to each asset via an income tax return attachment. Failure to disclose the required information may result in substantial penalties and unfavorable extensions of the statute of limitations.

If you have a financial interest in any foreign account(s) or an interest in any specified foreign financial assets, you are responsible for providing our Firm all information necessary to prepare

any applicable informational returns or disclosures required by the U. S. Department of the Treasury under Foreign Bank Account Reporting regulations and/or the HIRE Act. If you do not provide our Firm with such information, we will not prepare any of the required disclosure statements. If such information is not provided to us by April 1, we will not be responsible for any penalties that may be assessed.

Listed and Reportable Transaction Disclosure

The regulations under IRC Section 6662 require the disclosure of listed and reportable transactions, including “tax shelters.” Failure to disclose the required information may result in severe penalties. If you have entered into any business arrangements that would require disclosure under Reg. Section 1.6011 or IRC Section 6662, you are responsible for providing our Firm all information necessary to prepare any applicable tax return disclosures. If you do not provide our Firm with such information, we will not prepare any required disclosure statement(s), nor will we be responsible for any penalties that may be assessed.

Investment Advice

Unless otherwise specifically agreed to, our advice concerning a particular investment shall be limited to advising you with regard to the tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make the investment. Our advice regarding the tax ramifications of the investment shall be based on the documents and information that you provide us regarding the investment. It is specifically understood and agreed that we will not undertake any independent due diligence investigation regarding the investment and that we may rely on the accuracy of the documents and information that you provide us in rendering our opinion about the tax ramifications of the investment.

Confidentiality and Access to Working Papers

We are required by professional standards and federal law to keep all information about our engagement confidential, so we will not disclose any information about you unless we have your approval through written consent or are required/permitted by law. This applies even if you are no longer a client.

The working papers and related documentation for this engagement are the property IRMI and constitute confidential information. Any requests for access to our working papers will be discussed with you prior to making them available to requesting parties.

Record Retention

It is your responsibility to retain all the documents, receipts, canceled checks, and other data that form the basis of income and deductions reported in the tax returns. As a business practice, we do not regularly make copies for our files of all client documents when preparing tax returns. You should maintain your original records and submit clear copies to the firm. Because our working papers and files are not a substitute for the original records, you should store them in a secure place. Digital copies of your prepared tax return are available upon request.

We are committed to the safekeeping of your confidential information, and we maintain physical, electronic, and procedural safeguards to protect your information. In general, it is our Firm's policy to keep copies of tax returns, working papers and other records related to this engagement for no more than seven years from the date we issue your tax returns.

Electronic Transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not a secure means of communications and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, you, and other third party providers utilized by either party in connection with the engagement.

Third-Party Service Provider

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

In the event we intend to utilize third parties who will provide services that involve substantive determination or advice affecting your tax liability, we will request your prior approval through a separate written consent.

We may also use third party technology vendors in serving your account. If we share confidential information about you with these third parties, we remain committed to maintaining the confidentiality and security of your information.

Enrolled Agent (EA) - Client Privilege

Federal law and state law, where applicable, have extended the attorney-client privilege to some, but not all, communications between a client and the client's Tax Agent. The privilege applies only to non-criminal tax matters that are before the Internal Revenue Service or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

Taking advantage of privilege requires specific and deliberate actions on our part, including the creation of separate engagement letters, billing records, and files with restricted access. As a general business practice, we will not incur the significant additional costs to execute these actions to preserve privilege for communications that would otherwise qualify, unless you specifically request us to do so.

When we are requested to take actions to preserve privilege for communications with you, such confidentiality privilege can be inadvertently waived if you, or your representative, discuss the contents of our communications with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact your legal counsel before releasing any privileged information to a third party.

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

Subpoenas

In the event we are requested or authorized by you or required by governmental regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement with you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us at standard billing rates for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Dispute Resolution Procedures

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Waiver of Trial by Jury

In the event the parties are unable to successfully mediate any dispute, controversy or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Terms and Conditions Supporting Fee

You agree to pay all service fees upfront prior to start of work. Our fees are not based on you receiving a refund. Our fees are for any work put for the review, analysis and preparation of your tax return as well as any other services rendered. If you select to use bank products, our services fees will be subtracted from your refund amount. In the event the IRS offsets your

refund for any reason or you are due a refund, our fees are still owed. We will issue you an invoice to be paid within 10 business days. If payment is not received within 30 days of invoice issuance, we will follow up with collection activities.

You agree to pay all costs of collection (including reasonable attorneys' fees) that we may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this memorandum, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.