TERMS & CONDITIONS AND PRIVACY PRACTICES RELATED TO TAX SERVICES

Effective April 25, 2024

In the course of delivering services relating to tax return preparation, tax consulting, and assistance in tax controversy matters, HoganTaylor LLP ("HoganTaylor LLP," the "Firm," "we" or "us") applies customary practices intended to provide these services in a cost-effective manner. This document describes certain of these customary practices, as well as other standard terms, conditions, and limitations relating to our provision of tax services. Except to the extent we expressly agree in a written instrument signed by our authorized representative that specifically refers to an engagement covered by an Arrangement Letter, all services that we provide to any client or third party ("you") relating to tax return preparation, tax consultation and advice, representation in any tax controversy matter, or any other Federal, state, local, or foreign tax matter, are subject to the following terms, conditions, limitations, and practices (these "Terms").

References to the "Arrangement Letter" mean the letter or other document describing the scope of our services and the associated fee arrangement in which these Terms are incorporated. References to the "Code" mean the Internal Revenue Code of 1986, as amended.

1. TERMS REGARDING TAX RETURN PREPARATION

1.1 Scope of Return Preparation Services. Our services in preparing your tax returns are limited to tax return preparation, and our preparation of a return should not be viewed as assurance that any particular reported position is correct. If we become aware of a return position for which we believe a penalty under the Code is likely to apply, we will bring that position to your attention. If you would like us to advise you concerning any specific matter on your tax return, please contact us to discuss expanding the scope of our services. Any Tax Advice rendered in connection with the preparation of any tax return is subject to the provisions described under "Terms Regarding Tax Advice" below.

1.2 Reliance on Information. We will not investigate or verify any facts underlying the transactions reported on your tax return, but we will rely on the financial statements or other financial information that you provide us. If the actual facts are different from the facts represented to or understood by us, or if there are other facts of which we are not aware, the reporting of the transactions could be materially different than that reported on the returns prepared by us.

1.3 Our and Your Respective Responsibility for Accuracy. We will exercise due professional care and judgment to include all required information in your tax returns. The Code provides that by signing your returns, you are verifying that they are true, correct and complete. Accordingly, you should review each tax return carefully before signing it, and bring any questionable items or omissions to our attention.

1.4 Jurisdictions for Returns. We will prepare tax returns for those Federal, state, local, and foreign jurisdictions requested by you in writing. We will advise you if we believe, based

on the information that you provide us, that a tax return should be filed in any other jurisdiction, but we will not prepare any such tax return without your approval of the expansion of our scope of services.

1.5 Level of Assurance and Return Disclosures. The Code prohibits tax preparers from signing any tax return known to report any position (i) that is not supported by "substantial authority" unless certain disclosures are made concerning the position or (ii) attributable to certain "tax shelters" that the preparer does not reasonably believe is more likely than not correct. Because of the limited scope of analysis in evaluating a reporting position, a conclusion that disclosure is not required to enable us to sign a return may not be sufficient to avoid the application of tax penalties under the Code. If you wish to report a position without disclosure on the return, or if you are concerned about the potential application of tax penalties, please contact us to discuss expanding the scope of our services to include rendering tax advice that may address your concerns.

1.6 Disclosure of Reportable Transactions. The Code and certain state laws require that you disclose on your tax return certain "reportable transactions" or "listed transactions." There are significant financial penalties for failure to disclose these transactions, and these penalties may apply even if the transaction does not lead to an understatement of tax. Our tax return preparation services do not include any investigation to evaluate whether there are any reportable transactions that are required to be disclosed on your returns, but we will advise you if we conclude that any such disclosure is required. If you would like us to specifically review any potentially "reportable transaction" or "listed transaction," please contact us to discuss expanding the scope of our services.

1.7 Disclosure of Specific Position. Without disclosure in the return itself of the specified position taken on a given issue, we must have a reasonable belief that it is more likely than not that the position will be held to be the correct position upon examination by taxing authorities. If we do not have the reasonable basis for the position, and in such a case the position must be formally disclosed on Form 8275 or 8275-R, which form would be filed as part of the return. If we do not believe there is a reasonable basis for the position, either the position cannot be taken or we cannot sign the return. In order for us to make these determinations, we must rely on the accuracy and completeness of the relevant information you provide to us, and, in the event we and/or you are assessed penalties due to our reliance on inaccurate, incomplete, or misleading information you supplied to us (with or without your knowledge or intent), you will indemnify us, defend us, and hold us harmless as to the penalties.

2. TERMS REGARDING TAX ADVICE

2.1 Limitations on Oral and Email Communication. We may discuss with you our reviews regarding the tax treatment of certain items. We may also provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication. The limitation in this paragraph will not apply to an item of written tax advice that is delivered to you as a document attached to an email.

2.2 Facts and Assumptions. Our investigation to confirm or verify any facts described in any letter, memorandum, or opinion addressing the application of tax laws to a particular situation ("Tax Advice") will be limited to the investigation described in the body of the Tax Advice, and we will rely on the assumptions and representations described in the Tax Advice. Any change in or addition to these facts, assumptions, or representations could materially and adversely affect our analysis and conclusions. If you for any reason believe that any facts, assumptions, or representations in any Tax Advice are incorrect or incomplete, you must notify us immediately to discuss the impact on our analysis and conclusions. You should not rely upon any item of Tax Advice that is based on facts, assumptions, or representations that you believe to be incorrect or incomplete.

2.3 Applicable Law. Unless expressly stated in our Tax Advice, our analysis and conclusions will relate solely to Federal income tax consequences under the Code as of the date of our Tax Advice. If you would like us to address tax consequences to you under any other applicable tax law, please contact us to discuss expanding the scope of our services.

2.4 Issues Addressed. Each item of Tax Advice will be limited to advice concerning the tax issues described in the Tax Advice, and it may not consider all of the issues that may arise in connection within the transaction. Except as expressly stated in an item of Tax Advice, our advice is not an endorsement of any particular transaction structure, nor is it a recommendation that any addressee proceed with the transaction structure described in the Tax Advice.

2.5 Reportable Transactions. The Code and certain state laws require that you disclose on your tax return certain "reportable transactions" or "listed transactions." There are significant financial penalties for failure to disclose these transactions, and these penalties may apply even if the transaction does not lead to an understatement of tax. Except as expressly provided in the Tax Advice, we will not review any transaction to determine whether it is a "reportable transaction" or a "listed transaction." If you would like us to review any transaction to determine whether it is a "reportable transaction" or "listed transaction," please contact us to discuss expanding the scope of our services.

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

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

Before delivering an item of Tax Advice to a third party, we recommend that you consult with legal counsel to assess the matters relating to claims of privilege.

2.8 Level of Assurance for Tax Advice. Many areas of tax law are unclear, and the application of the tax law to any particular facts may be subject to more than one interpretation. Accordingly, the level of assurance for any particular item of Tax Advice will depend on the underlying facts, the clarity of applicable law, regulations, rulings, and court cases, and the extent of factual due diligence and tax research performed. The conclusions in our tax advice will be based on our good faith belief that they meet the level of assurance stated in the Tax Advice. Obtaining Tax Advice at a particular level of assurance may in some cases provide a defense to certain tax penalties, but you should not assume that an item of Tax Advice will offer you protection from penalties except as expressly stated in the Tax Advice.

3. TERMS APPLICABLE TO ALL TAX SERVICE

3.1 Scope of Services. Our services will be limited to the services specifically described in our Arrangement Letter. Services in providing Tax Advice or in preparing a tax return do not include representation in the event of an examination by the IRS or other tax authorities. If you need tax services beyond those specifically described in our Arrangement Letter, these additional services would constitute either a separate engagement or an expansion of an existing engagement at an additional cost. Our agreement to provide services for one engagement does not obligate us to accept any other engagement.

3.2 Your Responsibilities. In order for us to provide effective services, you must cooperate with us and provide us with any information that we request, all on a timely basis. You must cause your employees and contractors to cooperate fully and timely with us. You must designate for us a person authorized to make or obtain all management decisions with respect to our services on a timely basis. We will rely in good faith on all information and management decisions communicated to us by you, your employees, or your contractors, and we will not be responsible for any loss or other obligation arising from our reliance. Any failure to fulfill your responsibilities will be grounds for our suspending or terminating our services.

3.3 Decisions. While we will provide you with advice concerning tax return reporting and the tax consequences of certain transactions, you will retain all authority and responsibility for any decisions based on our advice.

3.4 Independent Contractor. For all tax services that we perform, we will be an independent contractor and not your employee, agent, or partner, and we will determine the method, details and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their applicable employee withholdings.

3.5 Engagement of Other Parties. In performing any tax services, we may engage the services of other domestic tax preparers, including seasonal preparers, independent contractors, or other third-party personnel. Our engagement of any third party does not affect our obligations to you.

3.6 Changes in Law. Subsequent changes to applicable law or regulations, or the issuance of new case or ruling authority, could materially and adversely affect the analysis and conclusions in an item of Tax Advice or a position reported on a tax return. Neither the

delivery of any Tax Advice nor the preparation of a tax return is an undertaking on our part to advise you of any changes in law.

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

3.8 Disclaimer of Legal and Investment Advice. Our services under the Arrangement Letter and these Terms do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

3.9 Warranty and Limitation. We warrant that our services will be performed with reasonable care in a diligent and competent manner. **THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING OUR SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANT ABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALLOF WHICH ARE HEREBY DISCLAIMED.**

3.10 Documents and Files. Upon your written request, we will return to you all original documents that you provided to us in connection with the performance of our services. We may retain copies of these documents for our files. Further, in addition to providing you with those deliverables set forth in the Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to the engagement. We will not host, and will not accept responsibility to host, any of your records, unless we have been specifically engaged to perform hosting services. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

3.11 Work Product. We will deliver to you the items expressly enumerated in the Arrangement Letter. All our work product and files will remain our property, and we retain all copyrights and intellectual property with respect to our work product. We, in our sole discretion, may provide you with access to or copies of our files, but you will be obligated to pay all costs associated with such access or copies.

3.12 Document Production and Testimony. If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files , or to make the personnel of HoganTaylor LLP available as witnesses with respect to this engagement, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

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

3.14 Records and Assistance. If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our Agreement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

3.15 Use of Third-Party Service Providers and Products. As described in the Tax Terms, we may use Third Party Providers to assist us in providing professional services to you, and we also may provide services to you using Third-Party Products. You acknowledge that the use of a Third-Party Provider or Product may involve the processing, input, disclosure, movement, transfer, and storage of Confidential Information within the Third-Party Provider or Product's infrastructure, and that the terms of use and service set forth in the contract with the Third Party Provider, or end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Provider or Product's infrastructure, as well as, the service levels associated with such Third-Party Provider or Product. You hereby consent to the disclosure of your information to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that the use of Third-Party Providers or Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. To the maximum extent permitted by law, in no event shall we be liable (i) with respect to any delays, delivery failures, or other losses or damages resulting from such issues, or (ii) for any loss, or unauthorized use or disclosure, of your information resulting from the use of a Third-Party Provider or Product.

4. GENERAL BUSINESS TERMS

4.1 Requests for Services. In responding to requests for services made by your officers, managers, employees, or agents, we will presume that all requests have been authorized by your internal procedures. If you wish to limit the individuals who can request services, you must notify us of any limitations in writing.

4.2 Billing. Our fees and expenses will be billed on a regular basis. Each invoice is payable upon receipt of the invoice. If you believe that any invoice is incorrect or if you wish to dispute any invoice, you must notify us in writing within 60 days or your receipt of the

invoice. We reserve the right to charge interest on any invoice that is not paid within 30 days of the invoice date.

4.3 Uncontrollable Delays. The time for performance of any of your or our obligations (other than the obligation to pay money due) will be extended for a reasonable time in the event of causes beyond your or our reasonable control, including without limitation acts of God, war, acts of government, fire, flood, strike or labor problems, sabotage, and delays in obtaining labor, materials, equipment, or transportation.

4.4 Suspension of Services. If you fail to pay any invoice when due, we reserve the right to suspend the performance of services until your account is paid in full or you have made other payment arrangements satisfactory to us. Our suspension of services will not affect your obligations to us under the Arrangement Letter or these Terms.

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

4.6 Survival of Provisions. All provisions of these Terms will survive the termination or cancellation of the Arrangement Letter, except that (i) we will not have any obligation to provide services after termination and (ii) except as provided in paragraphs 3.15 and 4.5, you will not have any obligation to pay us for any services that we perform after termination.

4.7 Entire Agreement; Interpretation. These Terms and the Arrangement Letter represent our entire agreement and understanding concerning the engagement described in the Arrangement Letter, and they supersede all prior and contemporaneous agreements. All Terms and the Arrangement Letter must be construed according to their fair meaning and not strictly for or against any party.

4.8 Amendments, Waivers and Consents. Neither these Terms nor the Arrangement Letter may be amended except by our mutual written agreement. No waiver of any breach of these Terms or the Arrangement Letter will be effective unless the waiver is in writing and signed by the party against whom the waiver will be enforced. No waiver of any one breach will be deemed a waiver of any other or subsequent breach.

4.9 Assignment; No Third Party Beneficiaries. You may not assign the Arrangement Letter or these Terms to any other party without our prior written consent, except that you may assign the Arrangement Letter and these Terms to any party that acquires substantially all of your assets and goodwill. These Terms and the Arrangement Letter will be binding on our and your respective successors and assigns. Except as expressly provided in the Arrangement Letter, there are no third party beneficiaries to the Arrangement Letter or to these Terms.

4.10 PrimeGlobal Association. PrimeGlobal Association. HoganTaylor LLP is a member of PrimeGlobal, a global association of independent accounting firms. No PrimeGlobal member firm is an agent or partner of the Association or of any other member firm. No PrimeGlobal member firm has the authority to enter any legal obligations on behalf of the Association or any other member firm. If HoganTaylor LLP introduces you to another

PrimeGlobal member firm, HoganTaylor LLP specifically denies any liability for any work performed by that firm. You should make your own contractual arrangements with that firm for work performed by that firm. The fact that you may have been introduced to us by another PrimeGlobal member firm does not make that firm, its partners or its employees responsible for any of our acts or omissions. HoganTaylor LLP is not the agent or partner of PrimeGlobal or any other member firm, and does not have the authority to enter into legal obligations on behalf of either the Association or any other member firm thereof. You agree that (i) subject to the terms of your agreement with HoganTaylor LLP, HoganTaylor LLP has liability for any work performed under this engagement and (ii) neither PrimeGlobal nor any other member of PrimeGlobal has liability for such work, and you further undertake not to make any claim or bring any proceedings against either PrimeGlobal or any other member of PrimeGlobal in relation to work covered by this engagement.

4.11 Electronic Signatures And Communications. Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, (i) a scanned copy (as a “pdf” (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. You understand and agree that any communications regarding the Services may be provided by electronic means, including without limitation: agreements with us, including any amendments, modifications or supplements to them; any records of transactions through the service, including without limitation account and other financial statements and confirmations of individual transactions; any initial, periodic or other disclosures or notices provided in connection with the Services; and any other communication related to your engagement with the Firm (collectively, “Communications”); those required by federal or state law; any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; any invoices or requests for payment related to the Services, whether from us or other providers we may engage on your behalf; and any news, alerts, or other information from us or one of our affiliates (i) related to the Services we are providing to you or (ii) that we deem may be of interest to you (collectively, “Updates”) and which you hereby consent to receive until you withdraw such consent as described in our Online Privacy Notice. Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All agreements and Communications in either electronic or paper format will be considered to be “in writing.” Any agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or “printouts,” of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.

5. LIABILITY AND DISPUTE RESOLUTION

5.1 Indemnification for Breach. Subject to the provisions of paragraph 5.2, each party will indemnify the other for any loss, liability, or obligation arising out of or relating to a failure to fulfill its obligations under the Arrangement Letter or these Terms.

5.2 Opportunity to Cure and Liability Limitations. In the event that we fail to meet our obligations under the Arrangement Letter or these Terms, including without limitation paragraph 3.12, you must notify us in writing and provide us with the opportunity to re-perform the services. If the services cannot be reperformed, or if reperformance will not cure the breach, then your remedy will be for us to refund our fees relating to these services up to the amount of your direct damages caused by our failure to meet our obligations. In no event will our liability for any claim, whether in contract, in tort, at law, or in equity, arising out of or relating to our failure to meet our obligations under the Arrangement Letter or these Terms exceed the amount of our fees actually paid to us under the Arrangement Letter. In no event will we be liable for loss of profits or any consequential, indirect, special, exemplary, or punitive damages.

5.3 Time Limitation on Claims. No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under the Arrangement Letter may be brought by either party (i) more than 24 months after the party first knows or has reason to know that the claim or cause of action has accrued or (ii) more than 60 months following the completion of the services under the Arrangement Letter. This paragraph may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

5.4 Effect on HoganTaylor LLP. The provisions of paragraphs 5.1 and 5.2 will not limit the obligations or liability of HoganTaylor LLP under any separate agreement for the provision of accounting or attest services.

6. REPORTABLE TRANSACTION DISCLOSURE REQUIREMENTS

During 2003, the Internal Revenue Service adopted final regulations concerning disclosure of “reportable transactions”, a broad array of transactions that is intended to identify abusive tax shelters. These regulations cover many transactions that you might not consider “tax shelters”.

6.1 Reportable Transactions. There are six categories of reportable transactions:

1. “Listed transactions,” which are “substantially similar” to transactions identified by the IRS;
2. Transactions where the tax consequences are subject to confidentiality (a formal confidentiality agreement is not necessary);
3. Transactions in which fees are contingent or refundable based on the tax benefits realized;
4. Transactions generating losses meeting defined thresholds (as low as $50,000);
5. Transactions generating a book-tax difference in excess of $10 million;
6. Transactions involving a holding period of 45 days or less and generating a tax credit of $250,000 or more. Of course, each of these categories is subject to technical rules and exceptions. Just because a particular transaction falls into one of these five categories does not necessarily mean that any tax benefits from the transaction

will be denied. The categories were designed to apply broadly, and a number of valid business or investment transactions are likely to be subject to the final regulations.

6.2 Disclosure Requirements. Reportable transactions must be disclosed on IRS Form 8886 and included with your Federal income tax return. A copy of this form must also be filed with the IRS's Office of Tax Shelter Analysis. The filing of Form 8886 does not necessarily mean that your tax return will be audited, but we do expect that returns reflecting reportable transactions will receive some additional scrutiny by the IRS.

6.3 Penalties for Nondisclosure. During 2004, Congress adopted substantial penalties ranging from $10,000 to $200,000 for failure to disclose a reportable transaction on Federal income tax returns. These penalties apply even if there is no understatement of tax. Failure to disclose a reportable transaction will also indefinitely extend the statute of limitations, increase the amount of any accuracy related penalty, and deprive you of certain defenses to the imposition of tax penalties.

6.4 Retroactive Reporting. The regulations require disclosure of "listed transactions" on or after February 28, 2000, and it is possible that the announcement of a new "listed transaction" by the IRS would require you to disclose a transaction implemented in a prior year.

6.5 Reporting by Advisors. The regulations and new legislation require certain professional advisors to file information returns and to maintain certain lists and records related to reportable transactions. There are substantial new penalties for failure to comply with these requirements. HoganTaylor LLP intends to comply with any applicable requirements.

6.6 State Requirements. Certain states, notably California, Illinois, Minnesota and New York have adopted similar requirements that may apply to transactions that you might not think have a connection to those states. These states have also adopted large penalties for failure to comply with the disclosure and information reporting requirements.

6.7 How We Can Help. We will not evaluate whether a transaction is a reportable transaction in providing tax advice unless you specifically request us to do so. We can evaluate any transaction or perform additional procedures if you would like a higher level of assurance concerning the existence or status of any reportable transactions. If you have questions concerning the application of these rules to a specific transaction, please contact your HT tax advisor.

6.8 Changes. HoganTaylor reserves the right to update these Terms at any time without notice to you. Such modifications shall become effective immediately upon the posting thereof. Our updates will not materially reduce the level of performance, functionality, security or availability of the Services during the term of an Agreement. You must review these Terms on a regular basis to keep yourself apprised of any changes. The most current version of these Terms can be found on the Websites.

7. PRIVACY PRACTICES

The Firm has adopted these Terms to govern the treatment of your Confidential Information (as defined below). Protecting the confidentiality, integrity and security of Confidential Information is a critical responsibility that the Firm must take seriously at all times.

7.1 Confidentiality. HoganTaylor and you may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, HoganTaylor and you agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under the Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, HoganTaylor is permitted to disclose your Confidential Information to Firm partners, personnel, agents, and representatives to provide the services or exercise its rights under these Terms or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; (iii) any Personal Information (as defined below); or (iv) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, any personal information and these Terms.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information. Notwithstanding the above, this exclusion shall not apply to any Personal Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of these Terms.

Notwithstanding anything stated to the contrary in these Terms, you acknowledge and consent that we may utilize Confidential Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to

provide services or offerings. We will not use your Confidential Information in a way that would permit you or an individual to be identified by third parties without your prior written consent.

7.2 Preexisting Nondisclosure Agreements. In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of the Arrangement Letter incorporating these Terms, and these Terms shall apply to the treatment of information shared by the parties hereto.

7.3 Data Protection Compliance. Prior to disclosing to us or our Third Party Providers (as defined below) or granting us or our Third Party Providers with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Third Party Providers pursuant to the Agreement that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"). Unless otherwise expressly agreed upon and specified in writing by the Firm and you, you shall not provide us or any of our Third Party Providers with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

The Firm and you acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information (as defined below), via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms. Any obligations to indemnify HoganTaylor LLP are not applicable to publicly traded companies unless otherwise indicated.

7.4 Personal Information. As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under these Terms. You

represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws. If we become aware of an unauthorized acquisition or use of Company-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Notwithstanding anything stated to the contrary in these Terms, you acknowledge and consent that we may utilize Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Personal Information in a way that would permit you or an individual to be identified by third parties without your prior written consent.

7.5 Use of Third-Party Service Providers and Products. In performing any tax services, we may in our sole discretion engage the services of other tax preparers, including seasonal preparers, independent contractors, or other third-party personnel (collectively, “Third Party Providers”) to assist us in providing professional services to you and in doing so may disclose your Confidential Information to them. We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, “Third-Party Products”). Our engagement of any Third Party Provider or use of any Third Party Product does not affect our obligations to you. You may be responsible for the payment and purchase or license of any Third Party Product utilized, and your use of such Third Party Product is governed by the terms of any license or other agreement between you and the Third Party. If an independent contractor is assigned by us to work on any matter which we have undertaken on your behalf, the independent contractor will perform such work under our oversight, and we will charge you hourly rates based upon our own hourly rates for employees with similar qualifications and experience.

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