

General Agreement to Provide Services

We appreciate the opportunity to provide services to you and your affiliated entities (the “Entities”). Our standard procedure is to set forth in writing our understanding of the arrangement with respect to the services which we will be providing:

Scope of Services

- Where we are engaged to do so, we will take care of your day-to-day bookkeeping including the preparation of your checks and deposits, review and payment of bills and maintenance of your books and records. We will also assist in the acquisition and disposition of assets and be involved in other financial projects from time to time as the need arises.
- Where we are engaged to do so, we will compile, from information you provide, the financial statements of our client’s entities on a monthly basis for your review and approval. We will compile the financial statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. A compilation is limited to presenting in the form of financial statements information that is the representation of management. We will not audit or review the financial statements and, accordingly, will not express an opinion or any other form of assurance on them. It is an express condition of our engagement that you carefully review the monthly statement promptly upon receipt, and if we do not hear otherwise from you by the 15th of the following month, we will assume that the statement has been received and is correct as presented.

We are generally not independent with respect to our clients.

The financial statements will not be accompanied by a report. Based on our discussions with you, these financial statements are for management’s use only and are not intended for third-party use.

Material departures from generally accepted accounting principles (GAAP) or other comprehensive basis of accounting (OCBOA) may exist and the effects of those departures, if any, on the financial statements may not be disclosed. In addition, substantially all disclosures required by GAAP or OCBOA may be omitted. Because of the extent of material departures that may exist in, or required disclosures that may be omitted from, the financial statements, we make no representations regarding the appropriateness of such statements for your intended use or for any other purpose.

Moreover, because of the nature of this engagement, we are not responsible for communicating any such departures or omissions to you.

Notwithstanding those limitations, you represent that you have knowledge about the nature of the procedures applied and the basis of accounting and assumptions used in the preparation of the financial statements that allows you to place the financial information contained in the statements in the proper context. Further, you represent and agree that the financial statements are intended solely for your information and use and are not intended to be, and should not be, used by third parties. You also represent and agree that you will not distribute the statements to such third parties.

Furthermore, you represent and agree that the use of the financial statements will be limited to members of management with similar knowledge. You also represent that it is your responsibility to educate other members of management with whom you choose to share the financial statements to enable them to understand the potential limitations of such statements and place the information in its proper context.

Should you require financial statements for third-party use, we would be pleased to discuss with you the requested level of service. Such engagements would be considered separate and not deemed to be part of the services described in this engagement letter.

- We will work with you and your insurance brokers to assist in providing you with an insurance program that meets both your needs and desires. We are neither brokers nor insurers; therefore, we rely on their expertise. We will pay premiums for insurance bills that are either sent to us directly from your insurance company or that you forward to us. If you do not forward insurance premium billings or any other correspondence to us, we cannot be responsible for the consequences.
- Where we are engaged to do so, we will be responsible for tax planning and the preparation of the federal and state income tax returns for you and the Entities. It is your responsibility to provide us with all the information required for the preparation of complete and accurate tax returns and to retain all the documents, canceled checks, and other data that form the basis of income and deductions, including but not limited to auto, travel, entertainment, gifts, and related expenses which are required under the Internal Revenue Code. These may be necessary to prove the accuracy and completeness of the tax returns to a taxing authority. Ultimately, you

have the final responsibility for the tax returns and, therefore, you should review them carefully before signing them to confirm that they are true, correct and complete.

We will use our professional judgment in preparing your tax returns. Whenever we are aware that 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 which may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with the codes and regulations and interpretations that have been promulgated.

Wherever possible, we will resolve questions involving application of tax rules in your favor.

- Any additional services shall be performed pursuant to a written engagement agreement covering those services.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our engagement, that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our engagement regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and preventing and detecting fraud.

Filing Deadlines & Requirements

Please submit the tax data to us no later than 30 days prior to the due date for filing your returns and ensure that we have all the information needed to do timely tax projections and planning. If an extension is necessary, you are responsible for providing to us estimated financial data necessary for the computation of estimated taxes and timely compliance by no later than 14 days prior to the due date. Be aware that if you submit your data after the date we have asked for it, we may not be able to keep our commitment in

terms of delivery.

For tax preparation and filing purposes, you authorize our firm to contact the IRS, Franchise Tax Board and other taxing authorities to request information about you and the Entities, and if necessary to file online limited Power of Attorney forms.

Where we are engaged to prepare individual tax returns: The IRS has provided that an individual taxpayer and his or her spouse, if applicable, may authorize the IRS to discuss the taxpayer's tax return with the CPA who signed the taxpayer's return as the return preparer. The authorization is granted by checking the "yes" box in the signature area of the tax return. By checking the "yes" box, you are granting the IRS permission to contact our firm with questions that may arise during the processing of your return. You would also be granting our firm the permission to (1) provide the IRS with any information that may be missing from your return, (2) call the IRS to inquire on the processing of your return or on the status of your refund, and (3) respond to any IRS notices that you have provided to our firm relating to mathematical errors, offsets, and return preparation. Please note that our firm will not receive separate copies of IRS notices; therefore, you must provide our firm with copies of any notices you receive from the IRS. Once elected, the authorization cannot be revoked. The authorization is valid for one year after the due date for filing the tax return. It is our firm's policy to check this box, thereby granting us this authorization.

If you or your Entities created a foreign trust, own an interest in a foreign entity of any kind, received a distribution from a foreign entity or if you, any agent, owner or officer of your Entities has signatory powers (or other authority) over any foreign investment, there are significant reporting requirements that apply. Details are provided on our website. Please provide full information to us in writing for filing purposes.

California residents and businesses are obligated to pay Sales and Use Tax for items purchased from vendors located outside the state if the items are shipped to and/or used here in California. If you or your Entities have made any such purchases, please advise us in writing so that we can prepare separate sales and use tax returns for your Entities **[if the engagement includes individual tax returns:]** and/or include this information on your California resident income tax return. Absent a written instruction, we will leave this line blank on your California resident income tax return.

Please note that if your Entities have an income tax filing requirement in a given state but do not file the required income tax return, it is possible that the non-filing could have adverse ramifications including (a) an unlimited assessment statute of limitations and (b) inability to claim net operating

losses or other tax attributes on any future year's income tax returns.

If your businesses have any operations in states outside California, you are responsible for providing us all information necessary to prepare any additional applicable state income tax returns such as the identity of all states in which your Entities do business and the extent of business operations in each relevant state.

Alternatively, under a separate engagement, using gross sales, payroll, and other data provided by you, we can perform an investigation to determine each state where your Entities have an income tax return filing requirement. Please inform us if you would like to have such an investigation performed.

Legal, Investment, Life Insurance & Estate Planning Advice

Please note that our firm offers no advice regarding legal, investment, life insurance or estate planning matters. We neither offer advice with respect to tax or legal matters in foreign countries nor prepare foreign country tax returns. We may express opinions when asked about those matters in the course of our duties. Do not rely on those opinions. We may assist your estate planning attorney by providing information and support as needed under his/her direction; however, the responsibility for all and any estate planning and tax matters will rest solely with your estate planning attorney. It is a condition of this engagement that you have engaged legal counsel as part of your advisory team who is kept apprised of contracts you enter into and obligations you are incurring. Be advised that we are not lawyers, investment advisors or life insurance agents, and you are therefore required to seek appropriate expert advice from competent professionals in those fields before making any decision.

Electronic Filing

We will prepare your tax returns to be electronically filed (e-filed). Please note that although e-filing will require both you and us to complete additional steps, the same filing deadlines and tax payment due dates will apply. You must therefore ensure that you and your Entities complete the additional requirements well before the due dates in order for our firm to be able to timely transmit your tax returns. E-filing also requires certain additional personal information for your tax returns to be successfully transmitted electronically. We will provide a copy of your tax returns for your review prior to transmitting them to the taxing authorities. After you have reviewed the tax returns, you must return to us the signed authorization forms (which we will provide) indicating that you have reviewed the tax returns and that, to the best of your knowledge, you feel they are correct. We cannot transmit the tax returns until we have your signed authorization. Should you desire not to have your tax returns e-filed,

please notify us immediately in writing so that we may provide you with the form necessary for opting out of the e-file program.

You must ensure that your payment of any tax balance due is timely remitted on or before the tax payment due date. There are options to pay your balance due using a credit card or electronic funds withdrawal. If you instead choose to pay the balance due by mail, payment must be post-marked on or before the due date to avoid penalties.

Finally, please note that although we will use our best efforts to ensure that your tax returns are successfully transmitted to the appropriate taxing authorities, we will not be financially responsible for electronic transmission or other errors arising after your return has been successfully submitted from our office.

Additional Services

Your tax returns may be selected for review by taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examinations, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee does not include responding to IRS/FTB or other regulatory inquiries or examinations. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for any additional taxes, penalties, and/or interest that may be assessed.

We do not act as fiduciaries or trustees. Where an employee of the firm acts as such individually, he/she/we assume no liability whatsoever and are fully indemnified by you for any liability other than willful acts, gross negligence or dishonesty.

With regard to retirement plans, all services related to compliance and required filings (i.e., IRS Form 5500) are specifically excluded from this engagement. By your signature below, you acknowledge that you will retain a competent professional administrator to provide retirement plan services. If you need assistance in finding an administrator, please contact us.

If we are called upon to give testimony, respond to a subpoena, or produce documents in any legal or administrative proceeding which concerns you in any way, whether before or after our representation and rendition of services to you under this agreement terminates, you agree to pay us, at our then-regular hourly rates, for our time in investigating and preparing for and in giving testimony and/or in producing documents and for all expense incurred in connection with doing so. You further agree to indemnify and

hold us harmless from and against any and all claims, liabilities, actions, costs and expenses which we may sustain which relate to or arise out of our firm's engagement by you or our defending any action brought against us as a result thereof, except to the extent a court or arbitrator has determined that such claim, liability, action, cost or expense is the result of our primary negligence.

Employment Issues and Labor Practices

There are complex State and Federal guidelines governing multiple aspects of employment including but not limited to overtime guidelines, work conditions, breaks, vacation/sickness leave, termination, having an employee manual, and the distinction between independent contractor and employee status. You are required to engage a labor lawyer to provide guidance in these matters. We are not lawyers, do not give legal advice and are expressly indemnified for all potential liability with respect to this area even though we may process payroll and prepare payroll tax filings.

E-mail Communication

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by a third party, or may not be delivered to each of the parties to whom they are directed and only such parties, we cannot guarantee or warrant that e-mails from us and other personnel will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for intercepted, disclosed or communicated e-mail transmissions, or with respect to the unauthorized use or failed delivery of e-mails transmitted by us or our personnel in connection with the performance of this engagement. We also specifically disclaim and waive, and you expressly acknowledge and agree, that we shall have no liability or responsibility whatsoever for any loss or damage to any person or entity, including, without limitation, you, resulting in whole or in part, from the use of e-mail transmissions, including, without limitation, any consequential, incidental, direct or indirect or special damages, such as loss of sales or anticipated profits or disclosure or communication of confidential or proprietary information.

You assume responsibility for your e-mail accounts and your likeness. Where instructions appear to a reasonable person to be originated from you, using methods of communication and patterns which you have established as normal, we will act on those communications as though they are from you directly. We therefore strongly recommend that all clients obtain identity theft insurance.

Tax Return Disclosure Requirements - Certain Tax Return Positions

As part of the Small Business and Work Opportunity Act of 2007, Congress made significant changes to the return preparer penalty provisions contained in Section 6694 of the Code. Under the new law, significant penalties apply to tax return preparers who report return positions not “more likely than not” to be sustained on their merits absent adequate disclosure. As a result any tax return we prepare is required to comply with the new heightened standards. In cases where it is unclear whether the more likely than not standard is satisfied, a protective disclosure may be included with the return. The taxpayer accuracy-related penalty remains unchanged with penalties applying to tax return positions not having “substantial authority” for being sustained on their merits absent adequate disclosure. We will advise you of potential disclosure issues that come to our attention. The cost of additional time that may be required in connection with disclosure of return positions will result in an additional charge.

Tax Return Disclosure Requirements - Reportable Transactions

Treasury regulations require that taxpayers disclose to the Internal Revenue Service their participation in certain “reportable transactions.” These transactions include certain tax strategies/transactions that the Internal Revenue Service has identified as “Listed Transactions,” any substantially similar transactions and other types of potentially abusive transactions including “Transactions of Interest” and “Patented Tax Transactions”. In addition, certain state tax shelter rules require taxpayers to file reportable transaction disclosure statements with the appropriate state income and franchise tax returns if applicable. Failure to disclose any of these strategies/transactions may result in the imposition of penalties. In connection with the performance of tax services covered by this Agreement you agree to advise us of all listed (or substantially similar) and non-listed reportable transactions that you have entered into. We will advise you if we identify any reportable transactions based upon information that comes to our attention. However, we cannot take responsibility for the identification of reportable transactions. We will not be liable for any penalties that may be incurred with respect to failure to disclose reportable transactions.

Record Retention

We want you to be aware of our record retention policy with respect to your files and related documentation. Based on our present policies, we will maintain this information either in hard copy or electronic format for a period of five years, after which it will be destroyed. We may modify our record retention policies from time-to-time in accordance with our

professional obligations. It is, therefore, important for you to keep copies of your data in your files.

Availability of Records

You agree that all records, documentation and information we request in connection with this engagement will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation, and unrestricted access to, your personnel during the course of the engagement.

Assistance of Your Personnel

We also ask that your personnel, to the extent possible, prepare various schedules and analyses for our staff.

Fees for Services and Billing Arrangements

Our fees for this work will be at our regular hourly rates plus direct out-of-pocket expenses such as postage, messenger costs, copying, telephone, attorney fees and computer processing charges. Where our fees are set at a fixed rate, monthly, **On January 1 of each year, this fee will be increased by the Cost of Living Factor Inflation Index for the prior year.**) Billings for our services will be sent on a monthly basis and are payable upon presentation. If we do not hear from you within 30 days, you shall be deemed to be satisfied with the billing and all your rights to contest it shall be waived. Any balance outstanding thereafter shall be considered delinquent and shall be subject to a late charge of one and one-half percent per month until paid. If it becomes necessary for us to pursue collection, you will be charged reasonable attorneys' fees and related costs. If billings are past due in excess of 60 days, we will stop all work until your account is brought current, or withdraw from this engagement.

Terms and Conditions

The terms of this Agreement shall be governed by and construed in accordance with our firm's attached "Terms and Conditions of Engagement" which is a part hereof. All professional services performed, including any additional services that may be requested, shall be governed and construed in accordance with this Agreement including attachments. To the extent that there is a conflict, the last signed document shall prevail except that your payment of any billing from us shall signal your agreement with the "Terms and Conditions of Engagement" on the reverse thereof.

This Agreement may be terminated by either one of us by giving written notice. Should that occur, we will provide all of your records to you or your

designee upon receipt of any amounts owing to us. Any dispute between us shall be submitted to JAMS/ENDISPUTE for binding arbitration.

We look forward to a long and mutually rewarding association and are honored that you have retained our services.

Terms and Conditions of Engagement:

- 1) We prepare your tax return on the terms of the transmittal letter, which accompanies your tax return. A copy thereof is available upon request. Your signature on the tax return and filing thereof shall be deemed to be confirmation of your agreement with the terms thereof.
- 2) There are extensive reporting requirements for *any* foreign investments you own or have signatory power over. The consequences of filing late or failing to file are severe. Please provide complete information to us in writing.
- 3) Our standard procedures are not designed to detect fraud, defalcations or misappropriation of funds.
- 4) For clients for whom we pay bills and administer business management functions, complete monthly financial statements are mailed by the 20th of the month following the transaction month. Clients have a period of 15 business days therefrom to review the statements. Unless we hear from you in writing within said period, we shall assume that you have received the statements and have reviewed and approved them.
- 5) We are not responsible for any consequences of cyber fraud or identity theft. For example, if you routinely send money wiring or other instructions to us by email and we have a general authority to act upon those, we will do so, but are hereby expressly released from liability for a fraudulent request purporting to have been made by you. We therefore strongly suggest that you give instructions by fax or by phone.
- 6) Please review the charges and call to discuss any questions. Our standard schedule of charges is available upon request. On January 1 of each year, the fee for fixed fee clients will be increased by the Cost of Living Factor in the prior year.
- 7) Billings from our office for services provided are payable upon presentation. If we do not hear from you within 30 days, you shall be deemed to be satisfied with the billing and your rights to contest it shall be waived. Any balance outstanding thereafter shall be considered delinquent and shall be subject to a late charge of one and one-half percent per month until paid. If it becomes necessary for us to pursue collection, you will be charged reasonable attorneys' fees and related costs.
- 8) Any dispute of whatever nature in connection with our relationship shall be submitted to JAMS/ENDISPUTE for binding arbitration. You understand that by so doing, all parties give up their rights to a jury trial. The prevailing party shall be awarded attorneys' fees and other costs. Filing of your return and/or payment of this bill shall constitute your agreement with these terms and conditions.
- 9) Each client is invited to meet with us annually for a comprehensive, personal financial review. We do not offer advice regarding legal, investment, life insurance or estate planning matters. We may express opinions when asked about those matters in the course of our duties. Do not rely on those opinions. The sole responsibility for all and any estate planning matters will rest solely with your estate planning attorney. You are required to engage legal counsel who you keep apprised of contracts you enter into and documents you sign. We do not act as fiduciaries or trustees. Where an employee of the firm acts as such individually, he/she/we assume no liability whatsoever and are fully indemnified by you for any liability other than willful acts, gross negligence or dishonesty.
- 10) CLIENT RECORDS: All client records are routinely destroyed after 5 years with the exception of backup needed to support basis calculations where applicable.

IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements by the IRS, be advised that any U.S. tax advice provided by us is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter.

