

Saber Terms of Engagement

These Terms of Engagement are incorporated into that Saber Engagement Agreement (the "Agreement") is between Saber CPA LLC ("Saber" or "we") and each client ("Client" or "you"), that executes a Scope of Work with Saber.

1. Scope of Engagement

1.1 Our Services

(a) We will provide the services identified in the Scope of Work, including all required schedules, statements, and related forms, including IRS foreign reporting forms for which you provide complete and accurate information.

(b) You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the return(s) to us. You also have final responsibility for the tax return and, therefore, the appropriate officials should review the return carefully before an authorized officer signs and files it. We may rely on your representations, approvals, and decisions without independent verification.

1.2 Fraud Detection

The services provided under this engagement are not designed to detect fraud, theft, embezzlement, illegal acts, or internal control deficiencies. If we become aware of information suggesting such matters may exist, we may bring them to your attention; however, we assume no responsibility to investigate or report such matters.

1.3 Privilege

(a) Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice.

(b) Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure. Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

1.4 Audit; Arguable Positions

The return(s) may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to

certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s).

We may resolve unclear tax law issues in your favor where substantial support exists. You will bear final responsibility for positions taken and release us from liability for resulting taxes, penalties, and interest, as well as research, third party expert expenses, filing fees and other related costs.

1.5 Recordkeeping

It is our policy to keep records related to this engagement for 7 years. However, we do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

By signing this engagement letter, you acknowledge and agree that upon the expiration of the record retention period, we are free to destroy our records related to this engagement.

2. Fees and Payment Terms

2.1 Engagement Fee

The professional fee for the services described in this Agreement are identified in the Scope of Work and are based on the anticipated scope, complexity, and professional time required. If the scope of work changes during the course of this engagement, you and we will execute a new Scope of Work identifying the additional services and fees.

2.2 Payment Required in Advance

Payment in full is required prior to commencement of services.

No work will begin, and no tax returns will be prepared, reviewed, or filed until:

1. this Agreement has been fully executed; and
2. we have received payment in full.

Payment in full is a **condition precedent** to our obligation to perform services.

We may withhold work product and decline to file returns until payment is received. We shall not be responsible for penalties, interest, or missed deadlines resulting from delayed or nonpayment.

Fees are earned as services are rendered. Fees paid are **non-refundable** to the extent services have been performed, time incurred, or resources allocated.

3. Term and Termination

Unless terminated sooner, the Agreement ends upon completion of services. Either party may terminate this Agreement at any time by written notice. We may withdraw for reasons including non-payment, failure to provide information, lack of cooperation, or professional or ethical considerations.

We shall not be responsible for missed deadlines, penalties, or interest arising from termination or suspension of services.

4. Referrals

In the course of providing services to you, you may request referrals to attorneys, brokers, investment advisors or other professionals. We may identify a professional or professionals for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional and determining if the professional can meet your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional to whom we refer you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on work completed by other professionals you may retain. In addition, with certain referral relationships we earn a revenue share and/or a commission. The relationships we currently have revenue sharing arrangements with are Cardrunner, Veritax Advisors, Sunset Retirement, and Gusto. If Saber CPA LLC refers you to a provider with which we will collect a revenue sharing relationship this engagement letter shall serve as the written notice as required by Nevada law.

5. Privacy Policy

CPAs, like all providers of personal financial services, are now required by law to inform their clients of their policies regarding privacy of client information. CPA's have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

Types Of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization.

Parties To Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees and, in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting The Confidentiality and Security of Current and Former Client Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

6. Limitation of Liability

To the fullest extent permitted by law, the aggregate liability of Saber and its owners, managers, officers, employees and agents arising out of or relating to this engagement shall not exceed the total amount of fees actually received by us from you for the specific engagement giving rise to the claim.

This limitation applies regardless of legal theory and applies even if we are advised of the possibility of such damages.

In no event shall we be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, including lost profits, interest, penalties, business interruption losses, or tax liabilities.

This limitation is a material inducement to our acceptance of this engagement and controls over any inconsistent provision in this Agreement.

7. Indemnification

You agree to indemnify, defend, and hold us harmless from claims, penalties, costs, and legal fees arising from inaccurate, incomplete, or untimely information provided by you. This provision will survive termination of this Agreement for any reason.

8. Dispute Resolution

Any dispute (other than collection of unpaid fees) shall be submitted first to mediation in **Clark County, Nevada**, under AAA Accounting and Related Services Mediation Rules. If unresolved, litigation shall proceed exclusively in Clark County, Nevada, without a jury. We may bring collections actions to collect unpaid fees in any jurisdiction we deem appropriate.

9. Governing Law

This Agreement shall be governed by the laws of the **State of Nevada**.

10. Counterparts

This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.