

Creekside Accounting Ltd.

225 – 1855 Kirschner Road
Kelowna, BC V1Y 4N7
(236) 420 - 4801
creeksideaccounting.ca



This document confirms the terms of our appointment as your accountant, and it outlines the terms, nature, and extent of the **consultation services** we will be providing.

Your Responsibilities

Our services will be performed on the basis that you acknowledge and take responsibility for:

- a) Supplying us with all necessary and requested information in a timely manner;
- b) Ensuring the accuracy and completeness of the information supplied;
- c) Acknowledging that our services are not designed to detect fraud, error, or missing data
- d) You will review all recommendations and seek alternative council as recommended.

No Legal Advice

Please note that our services do not include the provision of legal advice (including human resource concerns). You will need to obtain legal advice from your lawyer or other professionals that specialize in the area of your concern.

Timing

Notwithstanding the date that this agreement is signed, it shall be in effect from {today} until it is terminated by either party in accordance with the express provisions of this engagement or through a written notice. Either party shall have the right to terminate this engagement at any time.

Unforeseen Events

Notwithstanding the foregoing, it is possible that because of unexpected circumstances, we may determine that we cannot render a report, provide a recommendation, or complete the services requested. If, in our professional judgement, circumstances require, we may resign from this agreement prior to the completion of services.

Limitation of Liability

With respect to this engagement, you agree that any action, claim, loss, or damages arising out of our consultation, Creekside Accounting Ltd.'s liability will be several and not joint. You may only claim payment from Creekside Accounting Ltd. of Creekside Accounting's proportionate share of total liability based on our degree of fault. You further agree that the liability of Creekside Accounting and its present, future and owners and employees for any claim, including but not limited to a claim arising out of Creekside Accounting Ltd.'s gross negligence or willful misconduct, shall not exceed the fees then incurred for work under this consultation that gave rise to the claim, loss or damage. In addition, you agree that Creekside Accounting Ltd. and its present and future owners and employees shall not under any circumstances be liable for any special, consequential, incidental, or exemplary damages, loss (nor any lost profits, clients, taxes, interest, tax penalties, savings, etc.).

Access to Information

To complete our services, we will require access to certain personal information. You hereby represent to us that you have obtained all consents that are required under applicable privacy legislation for the collection, use and disclosure to us of personal information. We will manage all personal information in compliance with our Privacy Statement.

Governing Legislation

This engagement letter is subject to, and governed by, the laws of the Province of British Columbia. The Province of British Columbia will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Dispute Resolution

You agree that:

1. Any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation; and
2. You will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement.

Any mediation initiated as a result of this engagement shall be administered within the Province of British Columbia by a mediation organization, according to its mediation rules, and any ensuing litigation shall be conducted within such province, according to provincial law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by all parties.

Communications

We will use a variety of means of communicating with you, including e-mail. Your execution of this Engagement Letter authorizes my firm to communicate with you, to transmit invoices for my services to you, and to transmit documents to you or on your behalf by email. You acknowledge and accept the risk that this means of communication may not be secure. If you do not wish for us to communicate with you by email, please advise us now.

Indemnity

Your company hereby agrees to indemnify, defend (by counsel retained and instructed by me) and hold harmless my Firm, and its proprietor, agents or employees, from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

1. The breach by your company, or its directors, officers, agents or employees, of any of the covenants made by your company herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, my engagement report or the financial statements in reference to which the engagement report is issued, or any other work product made available to you by my Firm.

2. The services performed by me pursuant to this engagement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the negligence of my Firm. In the event that the matter is settled out of court, I will mutually agree on the extent of the indemnification to be provided by your company.

Storage and Records Retention

During the completion of our services we may come into possession of originals or copies of documents or other materials belonging to you. Our policy is to organize, sort, and subsequently return all documentation to you for safekeeping after each fiscal year. Once your matter concludes we will return any original documents to you for safekeeping and the balance of your file will be maintained electronically in keeping with our professional obligations. Unless I have a written agreement with you stating otherwise, I am permitted to retain or destroy the records that I possess with respect to this engagement as I determine to be appropriate and in accordance with my professional obligations. As part of my services, we may create, maintain, and archive information on servers that are not located on our immediate premises. These services may be located in Canada or maintained internationally. Please be advised that a foreign government may be able to access data relating to your file for lawful access purposes. Your execution of this Engagement Letter authorizes us to create, maintain, and archive information on servers located on a third party's premises.

Ownership

Working papers, files, electronic bookkeeping software data files, other materials, reports and work created, developed or performed by Creekside during the course of this engagement are the property of Creekside, constitute confidential information and will be retained by us in accordance with my firm's policies and procedures.

- During the course of this engagement we may provide you for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of services. Such software, spreadsheets and other intellectual property must not be copied, distributed, or used for any other purpose. We do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with their use of them.
- We retain the copyright and all intellectual property rights in any original materials provided to you.

Fees

Our fees will be based on the complexity and nature of the work and the degree of responsibility and skill required. Any disbursements will be added to our invoice. Billings are due upon receipt unless other arrangements have been made in advance. A charge of 1% per month (12% on an annual basis) applies to overdue accounts. Certain filings or other services may be withheld until full invoice payment has been received by Creekside Accounting Ltd. for services rendered. This action is at the discretion of Creekside Accounting Ltd.

Terms

The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms in this letter will only become effective if evidenced by a written amendment to this letter signed by all parties.

If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all of our out-of-pocket costs, through to the date of termination.

Concluding

We shall be pleased to discuss the contents of this letter with you at any time and to explain any items further. If the above terms are acceptable to you, and the services outlined are in accordance with your requirements, please sign the copy of this letter in the space provided.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jillian Battaglio', written over a faint, light-colored rectangular background.

Jillian Battaglio, CPA, CA
Creekside Accounting Ltd.