



## **TERMS AND CONDITIONS**

### **Standard Practices**

Tri-Unity Tax & Business Services or Tri-Unity Tax (we or us) uses standard practices to provide tax return preparation, tax planning, tax consulting, and tax advisory in tax dispute matters. These practices are meant to make these services more affordable. This document explains some of these common practices, as well as other standard terms, conditions, and limits that apply to our tax services. All the services we provide to clients, or third parties related to tax return preparation, tax consultation and advice, representation in any tax audit matter, or any other federal, state, local, or foreign tax matter, are subject to the following terms, conditions, and limitations. "Terms & Conditions" refers to the letter or other document that describes the scope of our services and the fees we charge for them, and to which these Terms are attached. The "Code" is the Internal Revenue Service 1986 Code Section 61, as amended.

### **Tax Return Preparation Services**

Our assistance in preparing your tax returns is restricted to tax return preparation and planning, and our preparation of a return should not be construed as confirmation that any disclosed situation is accurate. If we become aware of a tax return position where we see a code penalty is likely to apply, we will notify you. If you would like us to advise you on a particular aspect of your tax return, please contact us so we can explore developing that area of services. Any tax advice given while a tax return is being prepared must follow the rules listed below under "Terms Regarding Tax Advice."

**Reliance on Information**

We will rely on your tax documents, financial statements and other financial information. We will not investigate or verify the underlying facts of the data you report on your tax return. If the actual circumstances differ from the facts provided to or understood by us, or if there are related facts of which we are unaware, the reporting of the data on the returns filed by us could be materially different from what was initially reported.

**Accuracy Liability**

We shall include all required information on your tax returns using our best professional judgment and care. The Code stipulates that by signing your tax returns, you take full liability and attest to their veracity, accuracy, and completeness. You, the client, should carefully look over each tax return before you sign it, and let us know about any questionable or omissions of items.

**Tax Return Jurisdictions**

We will prepare tax returns for the federal, state, and municipal governments that you specify in writing. We will tell you if we think, based on the information you give us, that a tax return should be filed in another state or jurisdiction, but we will not prepare the tax return until you give us permission to expand our services.

**Assurance and Return Disclosures**

The Code prohibits tax preparers from signing any tax return known to report any position that may not be supported by "substantial authority" or 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, determining that disclosure is not required to enable us to sign a return may not be sufficient to avoid tax penalties under the Code. Except as clearly stated in the Terms and Conditions, we will not analyze any reporting position or conduct any tax research to determine (i) whether a position can be reported without disclosure or (ii) if tax penalties may apply. If you want to report a situation without disclosing it on the return, or if you are concerned about the application of tax penalties, please contact

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us to explore expanding the scope of our services to include providing tax advice to address your concerns.

### **Reportable Transactions Disclosure**

The Code and certain state regulations require you to report certain "reportable transactions" or "listed transactions" on your tax return. Failure to declare these transactions may result in significant financial penalties, and these penalties may apply even if the transaction does not result in a tax understatement. Our tax return preparation services do not involve any investigation to determine if there are any reportable transactions that must be revealed on your returns; nevertheless, if we conclude that such disclosure is required, we will notify you. If you want us to look at any possible "reportable transaction" or "listed transaction," please get in touch with us to talk about expanding the services we offer.

### **Limitations on Oral or Email Communication**

We may share with you our perspectives on the tax status of specific items. Additionally, we may provide tax information in the body of an email. Any advice or information provided verbally or in the body of an email (as opposed to an email attachment) will be based on limited tax research, discussion, and analysis of underlying facts. Additional study or a more thorough examination of the facts may alter our analysis and conclusions. Due to these restrictions and the associated risks, it may not be prudent to proceed with a transaction or tax return reporting position based only on an oral or electronic communication. You are solely responsible for any damage, cost, or expense resulting from your decision (i) not to have us conduct the necessary research and analysis to reach a more definitive conclusion and (ii) to depend on oral or email communication instead. This limitation does not apply to written tax advice that you receive as an attachment to an email.

### **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 specific 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 or addition to these facts, assumptions, or representations could materially and adversely affect our analysis and findings. If you believe any facts, assumptions, or representations in any tax advice are wrong or incomplete, you must contact us promptly to discuss the implications of our analysis and findings. You should not rely on any tax advice based on facts, assumptions, or representations that you know are erroneous or incomplete.

### **Applicable Law and Advice**

Our analysis and findings will be limited to federal income tax ramifications under the Code as of the date of our Tax Advice, unless otherwise specified in our Tax Advice. Please contact us to explore broadening the scope of our services if you would like us to address tax ramifications for you under any other applicable tax law.

All tax advice will be restricted to guidance regarding the tax issues described in the advice and may not address all issues that may arise in connection with the transaction. Unless it says so explicitly in a piece of tax advice, our guidance is neither an endorsement of any particular transaction structure nor a suggestion that any recipient use the transaction structure described in the tax advice.

### **Reportable Transactions**

Certain "reportable transactions" or "listed transactions" must be disclosed on your tax return under the Code and certain state regulations. Failure to declare these transactions can result in significant financial penalties, and these penalties may apply even if the transaction does not result in a tax understatement. We will not analyze any transaction to establish if it is a "reportable transaction" or a "listed transaction," unless specifically stated in the tax advice. If you would like us to look through any transaction to see if it's a "reportable transaction" or a "listed transaction," please get in touch to explore expanding the scope of our services.

### **Assurance of Tax Advice Non-Guaranteed**

Many areas of tax law are ambiguous, and the application of tax law to any particular facts may be subject to multiple interpretations. As of the tax advice date, our tax

advice will be based on our interpretation of applicable legislation and regulations and particular case ruling authorities. The degree of certainty for any individual tax advice will be determined by the underlying facts, the clarity of applicable law, rules, rulings, and court cases, as well as the extent of factual due diligence and tax research.

Our tax advice conclusions will be based on our good faith view that they meet the level of certainty provided in the tax advice. Tax advice at a specific level of assurance may help you avoid some tax penalties, but you shouldn't assume it will until it says so. Our analysis and findings will be based on our professional judgment and will not be binding on the IRS, any tax authority, or any court. They will not guarantee the tax consequences of the transactions detailed in the tax advice. If you want more confidence about a transaction's tax classification, please contact us to explore obtaining a ruling from the relevant tax authorities.

### **Reliance and Distribution**

Tax advice is provided solely for the benefit of the stated addressee(s) and does not address the tax implications of any other person or business that is not an addressee. The tax advice may not be relied on by anybody or any entity other than the stated addressee(s). To avoid confusion about reliance issues, our tax advice may not be transmitted to any other person unless you notify the recipient of these reliance limitations. Unless expressly stated in an item of tax advice, but subject to the limitation in the preceding clause, you are free to communicate the tax advice with any third person. You may provide a copy of any tax advice to the IRS or any tax authority to demonstrate your good faith and reliance on the analysis and conclusions represented therein. You should be aware that providing any tax advice to a third party may constitute a waiver of any otherwise available claim of privilege. Before providing tax advice to a third party, we urge that you engage with legal counsel to consider the issues relating to claims of privilege.

### **Scope of Services**

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Our services will be restricted to those expressly outlined in our terms and conditions. Tax advice and tax return preparation services do not include representation in the case of an audit by the IRS or other tax authorities. If you require tax services beyond those specified in our Terms and Conditions, these extra services will represent either a new client engagement or an expansion of an existing client engagement at an additional expense. Our commitment to offer services for a particular client engagement does not obligate us to accept additional client engagements.

### **Client Options and Responsibility**

For us to deliver efficient services, you must collaborate with us and give us any requested information in a timely manner. You must ensure that your workers and contractors fully and promptly collaborate with us. You must promptly appoint a person authorized to make or obtain all management decisions pertaining to our services. We will rely in good faith on all information and management choices supplied to us by you, your employees, or your contractors, and we will not be liable for any resulting loss or other obligation. Any failure to meet your obligations will result in the suspension or termination of our services.

While we will advise you on the filing of tax returns and the tax ramifications of specific transactions, you will maintain all power and responsibility for any decisions you make based on our counsel.

### **Independent Contractor**

For all the tax services that we provide, we will be an independent contractor, not your employee, agent, or partner, and we will select the method, particulars, and methods by which we will carry out our services. We take full and exclusive responsibility for the payment of all employee compensation and expenditures, as well as all relevant employee withholdings. We will keep your secret information strictly confidential. We may share your confidential information with our employees and third-party contractors as required to offer our services, including, but not limited to, the disclosures permitted under Code 1986 Section 16.

### **Confidentiality (PII) Limitations**

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Without limiting the foregoing, we may disclose your Confidential Information or Personal Identification Information (PII) to software vendors for the purpose of obtaining technical support while providing services to you; however, it is our policy to require these vendors to maintain the confidentiality of Confidential and PII information disclosed to them. We may also reveal Confidential or PII information if compelled to do so by a court or government agency, but we will make commercially reasonable attempts to notify you first. By accepting the Terms and Conditions, you expressly consent to the disclosures indicated in this section. To preserve your Confidential or PII information, you agree not to divulge it to us unless we specifically request it, or it is required for us to offer our services. In certain situations, the information you reveal to us may be protected by a claim of privilege, but you are normally responsible for asserting and upholding the claim. If you have issues about the availability of a privilege or how and whether to assert one, you should contact your legal counsel. We shall take reasonable care to protect your confidential information, but we are not obligated to take any procedures that you do not routinely take to safeguard your Confidential or PII information.

Confidential Information or Personal Identification Information (PII) is defined as: (i) information or data contained in your internal financial and business records; (ii) information reported on your tax returns; and (iii) other information concerning you or your business that is marked "confidential" or "PII" otherwise identified as "confidential" or "PII" in writing at the time of disclosure.

Confidential Information or Personal Identification Information (PII) does not include: (i) information that is or becomes publicly available or generally known to persons in your industry without a breach of our responsibilities under this section; or (ii) information obtained by us after the expiration of the Terms and Conditions.

Although we may utilize a third-party software vendor to accept and transmit Confidential or PII Information to and from our secure tax portals, many of our clients prefer to interact with us by email due to lack of knowledge or access to technology.

All clients will be required to utilize our third-party software vendors, as deemed necessary, to transmit or share their Confidential Information or Personal Identification Information with Tri-Unity Tax and Business Services, unless the client specifies that they will use Email as their source of transmitting confidential information. Because email is not a secure channel for sending information, it may not be suitable for transmitting certain sensitive, confidential, or personal identification information. If you are concerned about the security of information or data, please contact us so we can consider alternative solutions.

### **Electronic Data Storage and Transmission**

For enabling our services to you, we may communicate data over the Internet, store electronic data using computer software programs hosted remotely on the Internet, or utilize cloud storage. Using these ways, you may communicate or store sensitive electronic data. We may utilize third-party service vendors, such as vendors of tax return preparation software, to store or send this information. Using these data exchange and storage technologies, our company implements safeguards for data security. We take reasonable measures to maintain the security of such communications and electronic data in line with our legal, regulatory, and professional duties. We require the same of our third-party vendors. You acknowledge and agree that we have no control over the unauthorized interception or breach of any communications or electronic data once they have been transmitted or if they have been subject to unauthorized access while being stored, regardless of the reasonable security measures employed by us or our third-party vendors. During this client engagement, you consent to our usage of these electronic devices and applications and the sending of personal client information to third-party service vendors.



## **Safeguard of Data**

Under the Safeguards Rule, financial institutions must protect the consumer information they collect. The Gramm-Leach-Bliley (GLB) Act requires companies defined under the law as “financial institutions” to ensure the security and confidentiality of this type of information. The “financial institutions” definition includes professional tax preparers.

As part of its implementation of the GLB Act, the Federal Trade Commission issued the Safeguards Rule, which requires financial institutions under FTC jurisdiction to have measures in place to keep customer information secure. The Safeguards Rule requires companies to develop a written information security plan that describes their program to protect customer information.

In compliance with IRS Publication 4557, Tri-Unity Tax and Business Services has met the FTC safeguard of data requirements to preserve and safeguard our clients' confidential and personal identification information. The required information security plan has been documented as suitable to the company's size and complexity, the nature and scope of its activities, and the sensitivity of the client information it manages.

## **Secure Client Portals (Third-Party Service Vendors)**

To improve the quality of our services to you, we will adopt My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito, a secure online collaboration workplace. My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito enables real-time cooperation across geographies and time zones and enables Tri-Unity Tax and the client to gather and or share data, engage information, knowledge, and deliverables in a secure environment.

To use My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito, you must execute a client portal agreement within the software and agree to be bound by its terms, conditions, and restrictions.

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You agree that we have no responsibility for the internal operations of My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito and that you will defend, indemnify, and hold us harmless for any claims arising from or related to the operation of My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito. While My Tax Office by Online Taxes Professional Tax Software and Client Intake Form by Cognito backs up your files to a third-party server, you should also retain your own copies of these documents or information. You, the client, assume responsibility for any unauthorized access to your personal information if you choose to communicate it to us in a manner other than through a secure channel. If you request that we receive or transmit confidential information to you via a method other than a secure portal, you agree that we are not liable for a) any loss or damage of any kind, whether direct or indirect, that may result from our sending confidential or PII information via a method other than a secure portal, and b) any damages resulting from any virus being passed on or with, or arising from any alteration of, any email message.

### **Changes to the Law**

Changes to applicable laws or regulations or the introduction of new cases or ruling authorities could have a major and detrimental impact on the analysis and findings in a tax advice item or a position disclosed on a tax return. Neither the delivery of tax advice nor the preparation of a tax return constitutes a commitment on our behalf to inform you of any changes to the law.

### **Tax Authority Litigation**

If the IRS or another tax authority takes a position that contradicts any of our tax advice analysis or conclusions, or the position indicated on a tax return, administrative appeals or litigation may be required. The decision to seek administrative appeals or litigation may be influenced by factors unrelated to the technical merits or a tax position, such as cost, publicity, or other factors. In certain instances, taxpayers choose not to pursue appeals or litigation, even though their

reported position may ultimately be upheld on appeal or in court. \*\*Disclaimer regarding legal and investment advice - these terms and conditions do not represent legal or investment advice. We encourage you to retain appropriate legal counsel and financial advisors.

### **Due Diligence**

We guarantee that our services will be done with clarity, transparency, due diligence and proficiency. This is our sole assurance for our services and is expressly made in lieu of all other assurances and representations, expressed or implied assurances of business for a particular purpose or otherwise, all of which is hereby disclaimed.

### **Work Product**

We shall deliver to you the specific things listed in the terms and conditions. All our work products and files will remain our property, and we will maintain all copyrights and intellectual property rights regarding our work output. We may, at our sole discretion, give you access to or copies of our files, but you will be responsible for paying any associated fees.

### **Document Production**

If we are required by government regulation, subpoena, or other legal process to produce any documents or files, or to make our personnel available as witnesses in connection with this client engagement, and we are not a party to the proceeding in which the information is sought, you will reimburse us for our professional time and expenses, as well as the reasonable fees and expenses of our counsel, incurred in responding to the proper authorities.

### **Document Retention**

At the completion of the client engagement, we shall return all original tax records and documents you supplied to us. Your records provide backup and support for your work product and are essential records for your activities. Our copies of your records and documents are not a replacement for your originals and do not relieve you of any record retention responsibilities under applicable laws and regulations.

Federal tax law mandates that we maintain copies of tax returns we prepare or specific information relevant to those returns, as well as other documents pertaining to our tax services, for various time periods. Our current policy (which is subject to change at any time and at our sole discretion) is to keep copies of tax returns and certain related tax documents for seven years after the return is filed, barring unforeseen events. We offer our clients a copy of each federal income tax return that we sign, and we recommend that you keep this copy for at least seven years. Although taxpayers are not compelled to keep their tax records for longer than our advice of seven years, tax returns older than seven years may contain information beneficial for future tax planning in certain circumstances.

We recommend that taxpayers consider keeping these details in separate accounting records or work papers. Additionally, it may be prudent to keep accounting or tax records for longer than seven years for reasons other than taxation. Legal considerations (such as statutes of limitation and standards of evidence) may factor into decisions regarding document retention; therefore, you may desire to speak with legal counsel to handle these legal issues.

### **Conflicting Obligations**

If we ever determine, in our sole discretion, that a conflict of interest 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.

### **Service Requests**

We will presume that all requests for services made by your officers, managers, employees, or agents have been authorized by your internal procedures when responding to such requests. If you desire to restrict who can seek our services, you must inform us in writing.

**Invoice Billing and Fees**

As agreed with each customer or business entity, our fees and expenses will be billed on a standard basis of the terms and conditions of each contract services. All billed invoices are due upon the terms indicated on the invoice or otherwise as agreed in writing with the client. If you believe an invoice is wrong or desire to dispute an invoice, you must contact us in writing within 30 days of the invoice's receipt.

**Unmanageable Delays**

In the event of causes beyond your or our reasonable control, including, but not limited to, acts of God, war, governmental acts, fire, flood, strike or labor problems, sabotage, and delays in obtaining labor, materials, equipment, or transportation, the time for performance of any of your or our obligations will be extended for a reasonable time, but not more than the time past any event.

**Termination of Services**

If you fail to pay an invoice when due or as agreed, we retain the right to discontinue service delivery until your account is paid in full or you have established alternative, suitable payment arrangements. Our suspension of service has no bearing on your responsibilities to us under the Terms and Conditions.

You may terminate these terms and conditions at any time by providing us with written notice. Subject to any limits imposed by relevant ethical norms, we may terminate the Terms and Conditions at any time by providing you with written notice. Your duty to pay us for fees and expenses incurred prior to termination, as well as for transferring files to and otherwise cooperating with any successor tax preparer or tax advisor, remains unaffected by any termination, regardless of the cause. If you terminate any Terms & Conditions after we have begun performing services under a fixed fee arrangement, you will be liable to pay us the entire fixed rate.

**Durability of Provisions**

All provisions of these Terms will survive the termination or cancellation of the Terms & Conditions, except that (i) we will have no obligation to provide services after

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termination, and (ii) you will have no obligation to pay us for any services we perform after termination.

### **Explanation of the Agreement**

These Terms and Conditions constitute our whole agreement and understanding regarding the client engagement stated in the Terms and Conditions, and they supersede any prior or concurrent agreements. All terms and conditions must be interpreted in accordance with their plain meaning, not in favor of or against any specific party.

### **Modifications, Waivers, and Consents**

Neither these terms nor the Terms & Conditions may be modified except with our mutual written consent. No waiver of any breach of these terms or the terms and conditions will be valid unless it is made in writing and signed by the party against whom the waiver will be pursued. No waiver of one breach constitutes a waiver of other or later breaches.

### **No Third-Party Recipients**

You may only assign these Terms and Terms & Conditions to a party that acquires substantially all your assets and goodwill. Our successors and assigns are bound by these Terms and Terms & Conditions. There are no third-party beneficiaries to the Terms & Conditions or these Terms, except as expressly stated in the Terms & Conditions.

### **Controlling Law**

The Terms & Conditions including these terms, conditions, and limitations and any dispute or claim arising out of or relating to the Terms & Conditions shall be governed by and construed in accordance with the laws of the state in which the Tri-Unity Tax office providing the services is located, without regard to provisions governing conflicts of laws. All lawsuits and other legal actions will be filed in the state's state or federal courts. The parties' consent to this choice of law, venue, and jurisdiction and waive any forum non convenience defenses. The parties agree, to the

extent permitted by law, that any dispute or claim will be decided by a judge without a jury.

### **Costs and Fee Disputes**

You and Tri-Unity Tax and Business Services agree that any dispute over fees or costs paid to you by us shall be resolved by binding arbitration in accordance with the American Arbitration Association's Rules for Professional Accounting and Related Services Disputes or the rules of another association. This arbitration is binding and conclusive. The arbitration shall be held at the location nearest the Tri-Unity Tax office delivering the services. Any award issued by the arbitrator according to this agreement may be filed and entered in the Superior Court of the county where the arbitration is conducted and shall be enforceable there. In agreeing to arbitrate, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us waives the right to have the dispute decided in a court of law before a judge or jury and instead accepts the use of arbitration to resolve the dispute. The arbitrator shall assess the number of reasonable attorneys' fees and costs to be awarded to the successful party in connection with the arbitration of the dispute.

### **Newsletters and Correspondence**

Clients, past clients, and other interested parties may get periodic newsletters, emails, explanations of tax law updates, and other similar correspondence. These messages are of a general nature and do not constitute definitive guidance. We do not distribute these messages to all clients, previous clients, and interested parties. These newsletters or correspondence neither establish nor maintain a client-attorney relationship, nor do they obligate us to monitor tax or other matters for you or any other party. You may request recommendations to attorneys, advisors, and other experts while receiving services. We might suggest one or more professionals for your consideration. You are responsible for analyzing, hiring, and keeping any professional, as well as determining whether the expert can satisfy your needs. You

acknowledge that we are not liable for and will not supervise the activity of any professional to whom we refer you.

### **Breach Indemnification**

Subject to paragraph Liability Limitations and Cure Possibility, each party will indemnify the other for any loss, liability, or obligation originating from or related to a failure to fulfill its responsibilities under the Terms and Conditions.

### **Liability Limitations and Cure Possibility**

If we fail to meet our duties under the Terms and Conditions, you shall communicate this in writing and provide us the opportunity to re-work the services. If the services cannot be re-worked and does not cure the breach, your remedy is for us to return our fees for these services up to the amount of your direct damages caused by our failure to satisfy our commitments. In no circumstance will our aggregate liability for claims arising out of or pertaining to our failure to meet our responsibilities under the Terms & Conditions, whether in contract, tort, at law, or in equity, exceed the amount of our fees actually paid to us under the Terms & Conditions. We shall never be liable for lost profits or any other consequential, indirect, special, exemplary, or punitive damages.

### **Time Limits for Claims**

No claim or action by either party, whether in contract, tort, at law, or in equity, arising from or relating to any matter under the Terms & Conditions may be brought more than 24 months after the party first knows or has reason to know that the claim or cause of action has occurred, or (ii) more than 36 months after the completion of the services under the Terms & Conditions. This paragraph may reduce, but never extend, any period of limitation on otherwise permissible activities under applicable law.

### **Modified Provisions**

If any provision in this Agreement violates a tax jurisdiction's standard of conduct that is specifically applicable to a client, such provision shall be either (i) modified to the

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extent necessary to comply with that specific standard, or (ii) rendered void if modifying the provision cannot result in compliance with the specifically applicable standard. If any part of the Terms and Conditions is deemed to be void, illegal, or unenforceable, the remaining parts will continue to be in full force and effect.