

SUNBELT ACCOUNTING SERVICES

STANDARD TERMS OF SERVICE

Effective 1/1/2026

These Standard Terms of Service ("Terms") are attached to and incorporated into the engagement letter between Sunbelt Accounting Services ("Sunbelt") and the client identified in that letter ("Client"), and together with that letter and its Exhibit A form the "Agreement." Capitalized terms not defined here have the meanings given in the engagement letter. If these Terms conflict with the engagement letter or its Exhibit A, the engagement letter and Exhibit A control. Section references below are to these Terms unless stated otherwise. These Terms are posted at <https://www.sunbeltaccountingservices.com/terms> for reference; the copy attached to and signed with the engagement letter is the copy that governs. These Terms may be amended only by a written amendment signed by both Parties; Sunbelt will not change the Terms applicable to Client by posting a revised version or by any other unilateral act.

1. SERVICES

1.1 General Description of Bookkeeping Services

Sunbelt is a virtual bookkeeping firm providing remote bookkeeping and financial recordkeeping support to businesses. Bookkeeping services generally consist of recording, classifying, and organizing Client's financial transactions and maintaining Client's books of account in accordance with the information and source documents Client provides. Depending on the scope selected on Exhibit A, they may include: recording and categorizing transactions; reconciling bank, credit card, loan, and merchant-processor accounts; maintaining the general ledger and chart of accounts; accounts payable and receivable support; payroll data entry from figures supplied by Client or Client's payroll provider; preparation of periodic internal financial reports such as a profit and loss statement, balance sheet, and statement of cash flows; month-end and year-end closing entries; and assembling books and reports for delivery to Client's tax preparer or other advisors. Services are performed virtually. Services excluded from this engagement are listed on Exhibit A, Section C, and in Sections 1.3 through 1.5 and 3 below.

1.2 Scope and Changes in Scope

Sunbelt will perform the specific services described on Exhibit A (the "Services"). Any service not expressly listed there is outside the scope of this Agreement. Any change, addition, expansion, or reduction of the Services — including cleanup of prior periods, additional accounts or entities, catch-up work, or special projects — must be mutually agreed to in writing by both Parties before Sunbelt begins the work, documented in an amended Exhibit A, a written change order, or an email exchange in which both Parties confirm the revised scope and the applicable rate or estimate. Sunbelt has no obligation to perform, and Client has no obligation to pay for, out-of-scope work not agreed in advance, and Sunbelt is not responsible for any consequence arising from work Client declines to authorize.

1.3 Payroll Limitations

Sunbelt does not calculate payroll taxes, determine employee classifications, verify payroll calculations, or file payroll tax returns unless expressly specified in Exhibit A. Except as expressly specified in Exhibit

A, Sunbelt also does not determine or advise on whether a worker is properly classified as an employee or an independent contractor, whether a position is exempt or non-exempt, wage and hour compliance, minimum wage or overtime calculations, garnishments, benefit or retirement withholding elections, workers' compensation classifications, multi-state or local payroll tax registration or nexus, or the timing or amount of any payroll tax deposit. Any payroll work consists of recording payroll figures as supplied by Client or Client's payroll provider, in reliance on those figures under Section 2.2. Client is solely responsible for engaging a qualified payroll provider, tax professional, or employment counsel; for the accuracy of all payroll figures and classifications; for all payroll tax filings, deposits, and deadlines; and for any tax, interest, penalty, or assessment arising from payroll matters, including any resulting from worker misclassification.

1.4 Prior Periods and Opening Balances

Sunbelt is responsible only for Services it performs for periods beginning on or after the Effective Date. Sunbelt does not audit, verify, reconstruct, correct, or assume responsibility for any transaction, entry, balance, reconciliation, classification, filing, or record relating to any period before the Effective Date, or for work performed by Client, a prior bookkeeper or accountant, or any other party. Sunbelt will record forward from the opening balances, beginning trial balance, chart of accounts, and account histories existing in Client's records as of the Effective Date, without independent verification. Client represents that those opening balances and prior-period records are, to the best of Client's knowledge, accurate and complete, and Client is solely responsible for them and for any consequence arising from them. Cleanup, catch-up, reconstruction, or correction of prior-period records is outside the scope of the Services unless listed on Exhibit A or agreed under Section 1.2. If Sunbelt identifies an apparent prior-period error it will inform Client and may propose cleanup as a change in scope, but has no obligation to investigate or correct it absent written agreement, and Client acknowledges that uncorrected prior-period issues may affect the accuracy of current-period reports.

1.5 No Custody of Funds; No Signature or Disbursement Authority

Sunbelt has no custody or control of Client funds and no authority to sign checks, authorize or initiate payments, transfers, wires, or ACH debits, approve disbursements, open or close accounts, or otherwise move or direct Client funds. Client will not grant Sunbelt payment, transfer, or disbursement permissions in any bank, payment, or accounting system, and will provide read-only access wherever the platform makes it available; where it does not, Client remains responsible for reviewing and approving all activity in that system. All payment decisions and authorizations are made solely by Client or persons Client designates. Client is responsible for internal controls over cash handling, payment authorization, and segregation of duties, and for reviewing its own bank and card activity. This Section does not limit Sunbelt's authorization to charge Client's designated payment method for its own invoices. Sunbelt is not a fiduciary of Client for any purpose.

2. CLIENT RESPONSIBILITIES

2.1 Accuracy and Completeness of Information

Client acknowledges and agrees that Client is solely responsible for the accuracy, completeness, timeliness, and legitimacy of all information, data, documents, bank and credit card statements, receipts, invoices, payroll figures, source documents, records, representations, and access credentials that Client or Client's representatives provide or make available to Sunbelt (collectively, "Client Information"). Client

acknowledges that Sunbelt's work product is only as accurate as the Client Information on which it is based. Sunbelt is not liable for any error, omission, misstatement, additional tax, interest, penalty, assessment, or other consequence resulting from Client Information that is inaccurate, incomplete, misleading, or not timely furnished.

2.2 Reliance on Client Information

Sunbelt shall be entitled to rely, without independent verification, on all Client Information furnished by Client. Unless separately engaged in writing to do so, Sunbelt will not audit, review, compile, verify, or otherwise independently validate Client Information, and will not verify the existence, ownership, valuation, or authenticity of any transaction, asset, liability, or document. The Services do not constitute an audit, review, examination, compilation, or attestation engagement, are not performed in accordance with generally accepted auditing standards or the standards applicable to review or attestation engagements, and will not result in the expression of any opinion or assurance. The Services are not designed to detect errors, fraud, theft, embezzlement, defalcation, or other irregularities, and Sunbelt has no responsibility to detect them — although Sunbelt will promptly inform Client of any such matter that comes to its attention.

2.3 Client Review and Approval of Reports

Client is responsible for reviewing and approving all financial reports, statements, reconciliations, and other work product Sunbelt delivers, and will notify Sunbelt in writing of any suspected error, discrepancy, or objection within [thirty (30)] days after delivery. Absent timely written notice, the work product is deemed reviewed and accepted for purposes of this Agreement. Client will not rely on unapproved or draft work product for any tax filing, financial statement, loan application, or other purpose, and remains responsible for the final content of its own financial statements and filings.

2.4 Responsibility for Taxes, Interest, and Penalties

Client shall be responsible for any additional taxes, interest, penalties, or assessments arising from information Client provided in an incomplete, inaccurate, misleading, or untimely manner, from Client's failure to review work product under Section 2.3, from Client's failure to make required tax payments or filings, or from positions Client or Client's tax advisor elects to take.

2.5 Cooperation and Access

Client will provide timely access to the records, accounts, systems, software, and personnel reasonably necessary to perform the Services, will respond promptly to Sunbelt's inquiries, and will designate at least one representative authorized to give direction and approve changes in scope. Client remains responsible for maintaining its own records, for all management decisions and business judgments, and for establishing and maintaining internal controls.

2.6 Client Duty to Maintain Backups

Client is solely responsible for maintaining complete and current backups of all records, books, supporting documentation, and electronic files provided to or maintained by Client. Sunbelt's retention of records does not relieve Client of this obligation. Client will maintain its backups independently of any system, platform, or storage location controlled by Sunbelt, and will verify periodically that its backups are complete and restorable. Sunbelt is not liable for the loss, corruption, deletion, or unavailability of any

record, book, document, or file, including any resulting reconstruction cost, delay, penalty, or interest, and Client's failure to maintain adequate backups is not a basis for any claim against Sunbelt.

2.7 Duty to Notify Sunbelt of Changes

Client will promptly notify Sunbelt in writing, and in any event within [ten (10)] days, of any change that could reasonably affect the Services or Client's books, including: the opening, closing, or change of any bank, credit card, loan, merchant-processor, or payment account; any new entity, subsidiary, division, or DBA, or any change in entity type or ownership; commencement of business, employment, property, or sales activity in any new state or locality, or any change in the states where Client operates, has employees, or holds inventory; the engagement of employees or contractors in a new jurisdiction; any change in Client's payroll provider, tax preparer, accountant, attorney, or lender; any change in accounting software or integrations; any change in Client's authorized representatives or authorized users under Section 7.8; any material transaction outside the ordinary course; and any notice, inquiry, audit, examination, assessment, or lien from any taxing or regulatory authority. Sunbelt is entitled to assume no such change has occurred unless notified, and is not responsible for any error, omission, missed filing, registration, deadline, or nexus obligation, or resulting tax, interest, penalty, or assessment, arising from Client's failure to give timely notice. Client acknowledges that multi-state activity may create registration, withholding, and tax obligations that Client is solely responsible for identifying and satisfying with its tax advisor.

3. NO TAX SERVICES; NO GUARANTEE; NON-RELIANCE

3.1 Sunbelt Is Not a Tax Accountant

Client understands and agrees that Sunbelt provides bookkeeping and recordkeeping support only and is not acting as Client's tax accountant, certified public accountant, enrolled agent, tax preparer, tax advisor, attorney, or auditor. Sunbelt is not engaged to provide tax preparation, tax planning, tax advice, legal advice, audit services, or attestation services. Sunbelt does not prepare, review, sign, or file tax returns and does not represent Client before the Internal Revenue Service or any state or local taxing authority. Nothing Sunbelt provides constitutes tax, legal, or accounting advice, and no communication from Sunbelt may be relied upon as such. Responsibility for tax compliance, tax filings, and tax positions remains solely with Client and Client's designated tax advisor. Client should retain a qualified tax professional and is encouraged to have Sunbelt's work product reviewed by that professional.

3.2 No Guarantee

Sunbelt does not guarantee that any tax return, filing position, deduction, credit, classification, or accounting method will be accepted by the Internal Revenue Service or any state or local taxing authority. Sunbelt makes no representation, warranty, or guarantee — express or implied — as to the accuracy, completeness, or correctness of Client's tax returns, tax positions, tax liabilities, or filings, or as to the outcome of any audit, examination, notice, assessment, or dispute with any taxing authority. Client is solely responsible for its tax returns, elections, payments, filing deadlines, and compliance with applicable tax laws, and for any tax, penalty, interest, or fee assessed against it. Sunbelt does not guarantee any particular financial result, tax savings, or refund.

3.3 Non-Reliance on Sunbelt's Reports

Client will not rely upon Sunbelt's reports as a substitute for legal, tax, audit, lending, investment, or regulatory advice. Reports, statements, reconciliations, and other work product are internal management

records intended solely for Client's own use and for delivery to advisors Client engages. They are not audited, reviewed, or compiled financial statements, carry no opinion or assurance, and are not prepared to support a loan application, investment decision, securities offering, valuation, purchase or sale of a business, insurance claim, regulatory filing, litigation position, or tax filing. Client is responsible for obtaining advice from a qualified attorney, tax professional, auditor, lender, investment advisor, or regulatory specialist before acting on any matter that requires it.

If Client furnishes any work product to a third party — including a lender, investor, purchaser, surety, insurer, or government agency — Client does so at its own risk and remains solely responsible for the accuracy and completeness of what it provides. Sunbelt owes no duty to any such third party, and no third party is an intended beneficiary of this Agreement or entitled to rely on any work product. Client will not represent that Sunbelt has audited, reviewed, verified, or expressed any opinion on Client's financial information, and will not use Sunbelt's name, letterhead, or logo in any third-party submission without Sunbelt's prior written consent. Client's indemnification obligations under Section 10 apply to any claim arising from a third party's receipt of or reliance on work product.

3.4 Disclaimer of Warranties

Sunbelt will perform the Services in a professional and workmanlike manner. Except as expressly stated in this Section, the Services are provided without warranties of any kind, and Sunbelt disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, and non-infringement.

4. FEES AND PAYMENT

Rates, invoicing frequency, and payment terms are set forth in the engagement letter and Exhibit A. Time is recorded in the increments stated on Exhibit A and includes time spent performing the Services and reasonably related communications, review, and research. Sunbelt may adjust its hourly rates on at least thirty (30) days' prior written notice.

4.1 Expenses, Taxes, and Retainer

Client will reimburse Sunbelt for third-party costs incurred on Client's behalf and approved in advance, including accounting software subscriptions, app or integration fees, and bank or document-retrieval charges. Fees are exclusive of any sales, use, or similar taxes, which are Client's responsibility. Sunbelt may require an advance retainer, which it will apply against invoices as issued and which Client will replenish on request; any unearned balance is refunded on termination after application to outstanding amounts.

4.2 Designated Payment Method

Client authorizes Sunbelt to charge Client's designated payment method for undisputed invoices when due, and will keep that account information current. Client represents it is authorized to permit charges against that account. Sunbelt will charge only invoiced amounts, only after they become due, and will not charge any amount Client has disputed in writing within the period stated in the engagement letter; undisputed amounts remain payable and chargeable. Client may revoke this authorization by written notice effective for charges initiated at least [three (3)] business days after receipt; revocation does not affect Client's obligation to pay by another method. Client is responsible for any returned-payment,

insufficient-funds, or chargeback fee assessed against Sunbelt as a result of a failed charge, in addition to late charges. A separate ACH authorization may be required by Sunbelt's payment processor.

5. PAYMENT INFORMATION AND REMITTANCE

Client will remit payment using the information below. Sunbelt will provide updated remittance instructions in writing if this information changes; Client should confirm any change in payment instructions by contacting Sunbelt directly at hello@sunbeltaccountingservices.com before remitting funds.

Firm Legal Name:	Sunbelt Accounting Services [insert full legal entity name]
Taxpayer Identification No.:	[insert EIN / TIN]
Remittance Address:	[insert street address], [city], [state] [ZIP]
Billing Email:	hello@sunbeltaccountingservices.com
Accepted Methods:	ACH transfer, check, and card or online payment via the QR code below

QR Code for Payment. Client may pay any invoice by scanning the QR code below, which will direct Client to Sunbelt's secure online payment portal. Processing fees, if any, are disclosed at the time of payment.



6. TERM AND TERMINATION

Term and termination are governed by the engagement letter. In addition, Sunbelt may terminate immediately on written notice if Client requests or engages in conduct Sunbelt reasonably believes to be unlawful, fraudulent, or professionally inappropriate, or if Client fails to provide information necessary to perform the Services. On termination, Client will pay all fees for Services performed and expenses incurred through the effective date, and Sunbelt will, upon payment in full, return Client's records and provide reasonable transition assistance at its then-current hourly rates.

7. CONFIDENTIALITY AND PERSONAL DATA

7.1 Definition of Confidential Records

"Confidential Records" means all non-public information, in any form or medium — written, oral, electronic, visual, or otherwise — that either Party discloses to, receives from, or learns about the other Party in connection with this Agreement or the Services, whether or not marked confidential, whether disclosed before or after the Effective Date, and whether created by a Party or by a third party on its behalf. Confidential Records include, without limitation:

- The existence, terms, rates, and contents of this Agreement, including Exhibit A, any change order, and any proposal, quote, or engagement discussion between the Parties;
- All details of any transaction between the Parties, including invoices, statements of time, fee amounts, payment history, payment methods, account and routing information, remittance details, and taxpayer identification numbers;
- All communications between the Parties, in any medium, including email, text and chat messages, portal messages, letters, voice and video calls, recordings, meeting notes, and any file or attachment exchanged;
- All Client financial and business records, including books of account, general ledger, chart of accounts, journal entries, trial balances, reconciliations, financial statements, budgets, forecasts, internal reports, bank and card statements and account numbers, credentials, payroll and compensation data, customer and vendor lists, contracts, pricing and margin data, receivables and payables, and tax returns, notices, and correspondence with any taxing authority;
- All Personal Data as defined in Section 7.8;
- Sunbelt's templates, checklists, workpapers, engagement procedures, methodologies, workflows, internal tools, software configurations, pricing models, and business practices; and
- Any analysis, compilation, summary, note, or derivative work prepared by either Party that contains or is derived from any of the foregoing.

7.2 Obligations of the Parties

Neither Party will disclose Confidential Records to any third party or use them for any purpose other than performing its obligations or exercising its rights under this Agreement. Each Party will protect Confidential Records using at least the same degree of care it applies to its own confidential information, and in no event less than a reasonable degree of care, including reasonable administrative, physical, and technical safeguards such as access controls, encryption of data in transit and at rest where commercially available, and secure disposal. Each Party will limit access to those of its owners, employees, contractors, subcontractors, and professional advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section, and each Party remains responsible for any breach by such persons. Each Party will promptly notify the other in writing upon discovering any unauthorized access to, use of, or disclosure of Confidential Records, and will cooperate reasonably in investigating and mitigating the incident.

7.3 Exclusions

Confidential Records do not include information that: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was rightfully known to the receiving Party without confidentiality obligation before disclosure; (c) is rightfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of or reference to the other

Party's Confidential Records. The Party asserting an exclusion bears the burden of establishing it by documentary evidence.

7.4 Permitted and Compelled Disclosure

A Party may disclose Confidential Records to the extent required by applicable law, regulation, court order, subpoena, or governmental or professional-body demand, or as necessary to enforce its rights or establish a claim or defense in any proceeding between the Parties. Before any compelled disclosure the disclosing Party will, to the extent legally permitted, give the other Party prompt written notice and a reasonable opportunity to seek a protective order, will cooperate reasonably in that effort at the other Party's expense, and will disclose only the portion legally required. Client authorizes Sunbelt to disclose Client's Confidential Records to Client's tax preparer, accountant, attorney, lender, or other advisor upon Client's written direction.

7.5 Third-Party Platforms

Client authorizes Sunbelt to use reputable third-party cloud accounting, document storage, payment, and communication platforms in performing the Services, and to access Client's financial accounts and systems using credentials or permissions Client provides. Sunbelt will use commercially reasonable efforts to select providers that maintain industry-standard security practices, but is not liable for the acts, omissions, security failures, outages, or data breaches of such providers or of Client's own financial institutions.

7.6 Return or Destruction

Upon termination or upon the disclosing Party's written request, the receiving Party will return or securely destroy the Confidential Records in its possession and, upon request, certify the same in writing. Either Party may retain copies as required by applicable law, professional standards, or its automated backup or archival systems, and retained copies remain subject to this Section for as long as they are retained.

7.7 Duration and Remedies

The obligations in this Section begin on the earlier of the Effective Date or the date of first disclosure and continue for so long as the information retains its non-public character, and in any event survive termination indefinitely as to personally identifiable information, financial account information, and taxpayer identification numbers, and for [five (5)] years after termination as to all other Confidential Records. Each Party acknowledges that a breach may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party may seek specific performance and injunctive or other equitable relief in addition to any remedy at law, without posting a bond. Nothing in this Section limits either Party's obligations under applicable privacy, data-protection, or data-breach-notification law, including the laws of California, Nevada, and Florida.

7.8 Personal Data and Prescribed Secure Transmission Pathways

"Personal Data" means any information that identifies or can reasonably be linked to an identified or identifiable individual, including name in combination with a Social Security or taxpayer identification number, driver's license or government identification number, passport number, date of birth, financial or bank account number, payment card data, account credentials, wage and compensation figures, and health

or insurance information, whether relating to Client's owners, employees, contractors, customers, vendors, or any other individual.

Prescribed Pathways. Personal Data may be transmitted between the Parties only through the secure pathways designated in Exhibit A, Section F (the "Prescribed Pathways"). Sunbelt may update the Prescribed Pathways on written notice to Client. Both Parties will use the Prescribed Pathways for every transmission of Personal Data and will use reasonable safeguards when doing so, including maintaining unique credentials, enabling multi-factor authentication where offered, and not sharing credentials with unauthorized persons.

Prohibited Channels. Neither Party will transmit Personal Data by unencrypted email or email attachment, SMS or text message, consumer messaging or social-media application, fax, unsecured or publicly shared cloud links, unencrypted portable media, photographs of documents sent through consumer applications, or any other channel outside the Prescribed Pathways, or to any address, account, or number other than the one designated for that Party.

Client Assumption of Risk. If Client transmits, uploads, stores, or otherwise makes Personal Data available to Sunbelt or to any third party through a channel other than a Prescribed Pathway, Client does so at its own risk and against Sunbelt's instruction. Sunbelt is not responsible or liable for any interception, unauthorized access, loss, corruption, exposure, or breach of Personal Data resulting from Client's use of a channel other than a Prescribed Pathway, and Client's indemnification obligations under Section 10 apply to any resulting claim, penalty, assessment, notification cost, credit-monitoring cost, or expense.

Sunbelt may, without liability and without waiving any right, decline to accept, delete, or securely dispose of Personal Data received outside a Prescribed Pathway, and will notify Client if it does so. Sunbelt's receipt or use of Personal Data sent outside a Prescribed Pathway does not waive this Section or establish a course of dealing. Each Party will promptly notify the other in writing upon discovering any actual or reasonably suspected unauthorized access to or disclosure of Personal Data and will cooperate reasonably in investigation, mitigation, and any required notification. Nothing in this Section relieves either Party of any independent obligation under applicable privacy, data-security, or breach-notification law, including the California Consumer Privacy Act, Nevada Revised Statutes Chapter 603A, and the Florida Information Protection Act, and this Section does not limit any liability that such law does not permit to be limited.

8. OWNERSHIP AND RETENTION OF RECORDS

Client's books, records, and financial data remain the property of Client. Upon payment of all outstanding amounts, Sunbelt will deliver the work product prepared under this Agreement in a commercially reasonable electronic format. Sunbelt's templates, checklists, workpapers, methodologies, workflows, and internal tools remain the exclusive property of Sunbelt, and nothing in this Agreement transfers any right in them to Client.

8.1 Records Retention and Destruction

Sunbelt may delete or destroy engagement files and work papers three (3) years after termination of the Agreement unless otherwise required by law. Sunbelt has no obligation to retain, store, archive, or maintain access to any record, file, work paper, or data beyond that period, and no obligation to notify

Client before deleting or destroying materials after it expires. Client is responsible for requesting and obtaining copies of anything it wishes to keep before the retention period ends, and for maintaining its own backups at all times under Section 2.6. Sunbelt's engagement files and work papers are not a substitute for Client's own books and records. If Sunbelt receives a subpoena, court order, or other legal demand for Client records, Sunbelt may charge its then-current hourly rates for time spent responding, and Client will reimburse Sunbelt's reasonable costs and attorneys' fees.

9. LIMITATION OF LIABILITY; NOTICE OF CLAIMS

To the maximum extent permitted by applicable law, Sunbelt's total aggregate liability arising out of or relating to this Agreement or the Services — whether in contract, tort (including negligence), warranty, statute, or any other theory — will not exceed the greater of: (a) the total amount of fees actually paid by Client to Sunbelt for the Services during the six (6) month period immediately preceding the event, act, or omission first giving rise to the claim; or (b) Five Thousand Dollars (\$5,000.00).

In no event will Sunbelt be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost business opportunity, loss of data, loss of goodwill, business interruption, or any tax, penalty, interest, or assessment imposed by any taxing or regulatory authority, even if Sunbelt has been advised of the possibility of such damages. This limitation applies in the aggregate to all claims, applies to Sunbelt and its owners, members, officers, employees, contractors, and agents, and survives termination. The Parties agree that this allocation of risk is a material and bargained-for term reflected in Sunbelt's fees, and that the limitation applies even if a limited remedy is found to have failed of its essential purpose. Any claim against Sunbelt must be brought within one (1) year after the claim accrues or it is permanently barred, except where a shorter or longer period is required by law.

9.1 No Waiver or Release of Claims

The Parties intend this Section as a limitation on the amount of recoverable damages and not as a waiver, release, or exculpation of any claim. Nothing in this Agreement waives or releases any claim Client may have against Sunbelt, including any claim arising from Sunbelt's own negligence; Client's recovery on any such claim is instead limited as set forth above. Nothing in this Agreement limits any liability that applicable law does not permit to be limited, and no provision is intended to limit liability for fraud, gross negligence, or willful misconduct. If any court or arbitrator determines that any limitation in this Section is unenforceable as applied to a particular claim, the limitation will be enforced to the maximum extent permitted by law as to that claim and will remain fully enforceable as to all other claims.

9.2 Notice of Claims and Opportunity to Cure

Client shall provide any notice of a claim relating to the Services within thirty (30) days after discovery of the issue giving rise to the claim. The notice must be in writing and must describe the issue, the work product or Service involved, the period affected, and the relief sought, in reasonable detail. Failure to timely notify Sunbelt shall prejudice any claim to the extent Sunbelt is materially harmed by the delay, including where the delay impairs Sunbelt's ability to investigate, correct the issue, mitigate the loss, preserve records or evidence, or provide timely notice to its insurer. Upon receipt of notice, Client will give Sunbelt a reasonable opportunity, not less than [thirty (30)] days, to investigate and to cure or mitigate the issue at Sunbelt's expense before Client incurs remediation costs it intends to recover,

engages a third party to redo the work, or initiates dispute proceedings. Sunbelt's election to investigate, correct, or re-perform work is not an admission of liability. This Section is in addition to Section 2.3 and does not extend the one-year period in Section 9.

10. INDEMNIFICATION

Client will indemnify, defend, and hold harmless Sunbelt and its owners, members, officers, directors, employees, contractors, agents, successors, and assigns (each, an "Indemnified Party") from and against any and all claims, demands, actions, proceedings, investigations, audits, losses, liabilities, damages, judgments, settlements, fines, penalties, interest, taxes, costs, and expenses, including reasonable attorneys' and accountants' fees, arising out of or relating to: (a) Client Information that is inaccurate, incomplete, misleading, unlawful, or not timely provided; (b) Client's tax returns, tax positions, tax filings, or tax liabilities, or any audit, examination, assessment, or dispute with any taxing authority; (c) Client's business operations, management decisions, internal controls, or use of or reliance on any work product prepared under this Agreement; (d) Client's breach of this Agreement or violation of any applicable law or third-party right; (e) any claim brought by a third party, including any lender, investor, purchaser, government agency, or other recipient of Client's financial information; (f) any fraud, theft, misappropriation, or other misconduct by Client or Client's owners, employees, contractors, or agents; and (g) Client's transmission, storage, or handling of Personal Data outside a Prescribed Pathway, or any breach, interception, or unauthorized disclosure of Personal Data resulting from Client's systems, credentials, personnel, or third-party providers.

Sunbelt will give Client prompt notice of any claim for which it seeks indemnification, and Client will not settle any claim in a manner that imposes any obligation or admission on an Indemnified Party without that Party's prior written consent. An Indemnified Party may participate in the defense with counsel of its own choosing at its own expense. Client's obligations under this Section do not apply to the extent a claim is finally determined to have arisen from Sunbelt's own negligence, gross negligence, or willful misconduct. This Section survives termination.

11. DISPUTE RESOLUTION

11.1 Governing Law

This Agreement, and all matters arising out of or relating to it or to the Services, are governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict-of-laws principles.

11.2 Mediation

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Services shall first be submitted to mediation. The Party asserting the dispute will give the other Party written notice describing the dispute and the relief sought, and the Parties will then attempt in good faith to resolve it through confidential, non-binding mediation before a single mediator selected by mutual agreement or, failing agreement within [fifteen (15)] days, appointed by the American Arbitration Association. Mediation will be held in Clark County, Nevada, or by videoconference if the Parties agree, and will begin within [forty-five (45)] days after the notice of dispute. The Parties will share the mediator's fees equally and each will bear its own other costs. Statements, offers, and documents prepared for or

exchanged in mediation are confidential and inadmissible in any later proceeding to the extent permitted by law.

11.3 Binding Arbitration

If mediation fails to resolve the dispute within [thirty (30)] days after the first mediation session, or if the other Party does not participate in mediation within the period described above, the dispute shall be resolved through final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, before a single arbitrator. The arbitration will be seated in Clark County, Nevada, and conducted in English, and the arbitrator will apply Nevada substantive law and give effect to every provision of this Agreement, including Section 9. The arbitrator has no authority to award damages in excess of the limits in Section 9, to award punitive or exemplary damages, or to consolidate claims or preside over any class, collective, or representative proceeding. The award will be in writing with a brief statement of reasons, and judgment on it may be entered in any court of competent jurisdiction. The Parties will share the arbitrator's and administrative fees equally, and each Party will bear its own attorneys' fees except that the arbitrator may award fees and costs to the prevailing Party where authorized by this Agreement or applicable law. The arbitration, including the existence of the proceeding, the submissions, and the award, is confidential and constitutes Confidential Records under Section 7. This Section is governed by the Federal Arbitration Act.

11.4 Exceptions

Notwithstanding Sections 11.2 and 11.3, either Party may seek temporary or preliminary injunctive or other equitable relief from a court of competent jurisdiction to prevent or stop a breach of Section 7 or the misuse of Confidential Records or Personal Data, without first pursuing mediation or arbitration and without waiving any right under this Section. Sunbelt may also bring an action in court to collect undisputed past-due fees, and either Party may bring an action to compel arbitration or enforce an award. Either Party may bring an individual claim in small-claims court if the claim qualifies and remains in that forum.

11.5 Venue for Court Proceedings; Waivers

For any proceeding permitted to be brought in court, the Parties irrevocably agree that the exclusive venue and forum is the state or federal courts located in Clark County, Nevada, and each Party consents to the personal jurisdiction of those courts and waives any objection based on venue, forum non conveniens, or inconvenient forum. To the extent any dispute is heard in court rather than in arbitration, each Party waives any right to a trial by jury. Each Party agrees to bring claims only in its individual capacity and waives any right to participate in a class, collective, consolidated, or representative action. If the class-action waiver is held unenforceable as to a particular claim, that claim will be severed from arbitration and heard in the courts identified above, and the remainder of this Section will remain in full force.

11.6 Continued Performance

Except where the dispute concerns nonpayment, each Party will continue performing its obligations under this Agreement while a dispute is pending. Nothing in this Section limits Sunbelt's right to suspend the Services for nonpayment.

12. GENERAL PROVISIONS

12.1 Independent Contractor; Subcontractors; Location of Work

Sunbelt is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or fiduciary relationship. Sunbelt controls the manner and means of performing the Services and is responsible for its own taxes, insurance, and business expenses. Sunbelt may engage employees, contractors, or subcontractors to perform or support the Services, remains responsible for their work, and will bind them to confidentiality obligations at least as protective as those in Section 7. Sunbelt will perform the Services, and will store and process Client Information and Personal Data, within the United States, and will not transfer Client Information or Personal Data outside the United States or engage a subcontractor located outside the United States without Client's prior written consent. Client may request the identity of any subcontractor with access to Client Information. This Section does not restrict Sunbelt's use of third-party platforms under Section 7.5 whose providers are United States entities, notwithstanding the location of incidental support personnel or redundant infrastructure such a provider may use.

12.2 Non-Solicitation of Personnel

During the term of this Agreement and for [twelve (12)] months after its termination, Client will not directly or indirectly solicit for employment or engagement, hire, or engage as an employee, contractor, or consultant any owner, employee, or subcontractor of Sunbelt who performed or supported the Services, without Sunbelt's prior written consent. This Section does not prohibit a general solicitation not targeted at Sunbelt's personnel, or hiring a person who responds to such a general solicitation. If Client breaches this Section, Client will pay Sunbelt a placement fee equal to [fifty percent (50%)] of the person's first-year annualized compensation with Client, which the Parties agree is a reasonable estimate of Sunbelt's recruiting, training, and transition loss and not a penalty. Nothing in this Section restricts any individual's right to seek or accept employment or prohibits any person from working in their trade or profession.

12.3 Insurance

Each Party will maintain, at its own expense, the insurance coverage it deems appropriate for its business. Sunbelt will maintain professional liability (errors and omissions) coverage in commercially reasonable amounts during the term and will provide a certificate of insurance upon Client's written request. Sunbelt's maintenance of insurance does not expand, waive, or alter the limitation of liability in the engagement letter, and the existence, limits, or proceeds of any policy do not establish or increase the amount recoverable. Client will maintain insurance appropriate to its own operations and is responsible for evaluating whether to obtain crime, employee-dishonesty, fidelity, or cyber liability coverage for risks this Agreement allocates to Client. Neither Party is required to name the other as an additional insured absent separate written agreement.

12.4 Non-Exclusivity; Force Majeure; Assignment

Sunbelt may provide services to other clients, including clients in Client's industry. Neither Party is liable for any delay or failure in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disaster, epidemic, war, civil unrest, labor disruption, utility or internet failure, cyberattack, or failure of third-party platforms or financial institutions. Neither Party may assign this Agreement without the other's prior written consent, except in connection with a merger, reorganization, or sale of substantially all of its assets.

12.5 Amendment; No Unilateral Change

This Agreement, including these Terms, may be amended only by a written amendment signed by both Parties. Sunbelt will not change the Terms applicable to Client by posting a revised version on its website or by any other unilateral act. Sunbelt may post these Terms on its website for reference and may revise the posted version for prospective clients; any such revision has no effect on the Agreement between Sunbelt and Client, and the version attached to and signed with the engagement letter continues to govern unless and until the Parties sign an amendment adopting a revised version. Changes in the scope of Services are made as provided in Section 1.2 and do not require a formal amendment.

12.6 Severability; Survival; Interpretation; Counterparts

If any provision is held unenforceable, it will be modified to the minimum extent necessary to be enforceable, or severed, and the remainder will remain in full force. Sections 1.3 through 1.5, 2, 3, 4, 7, 8, 9, 10, 11, and 12 survive termination. Headings are for convenience only. This Agreement will not be construed against either Party as drafter. The Agreement may be executed in counterparts and delivered electronically; electronic and digital signatures have the same effect as original signatures.