

**Mowery & Schoenfeld, LLC**  
**General Business Terms and Conditions**

**1. Scope of Services.** Our Services are limited to the preparation of tax returns, tax advisory opinions, tax compliance matters, the preparation of reports, analyses, documents or information, technology services or other tasks or services (“Deliverables”), expressly identified in the Statement of Engagement (“SOE”). If services beyond those specifically described in the SOE are requested or required by you, these additional services may be provided either under a separate engagement or modification of an existing SOE, and may be at an additional cost to you. We presume requests for additional services by your personnel or agents are authorized by you. Our agreement to provide Services under any existing SOE does not obligate us to accept any other engagements, or expand the scope of an existing SOE.

**2. Client Information & Assistance.** For M&S to effectively deliver the Services, you, your employees or contractors must cooperate with us; and provide any and all information we may reasonably request on a timely basis. We are entitled to rely on all financial statements, tax returns, financial information, or other information that you provide to us without further audit, investigation or verification. If certain facts or circumstances are different from those furnished or represented to us, or understood by us, the results of our Services may be materially different than initially expected. We will not be responsible for any loss, liabilities or other obligations arising from our reliance on information furnished by you. You agree to assume all management responsibilities with respect to our Services. You must designate a person authorized to oversee our Services and evaluate the adequacy and results thereof, make the necessary management decisions, and otherwise accept responsibility for the Services. Any failure to fulfill your responsibilities under this Section entitles M&S to suspend or terminate our Services, and seek indemnification in accordance with Section 16.

**3. Fees & Invoices.** Our fees and expenses are billed at regular intervals, except as may be stated in the SOE. Unless otherwise specified, fees and expenses quoted in our SOE are estimates, are not contingent on the results of the Services, and do not include applicable taxes, if any. Each invoice is payable in full on receipt. If you believe any invoice is incorrect or unacceptable, you will notify us in writing within thirty (30) days. M&S may suspend or terminate Services and charge interest on amounts due if an invoice remains unpaid more than 30 days after date of invoice.

**4. Confidentiality.** M&S and its employees will maintain the confidentiality and security of your Confidential Information, as defined below, in accordance with its existing practices, as may be modified from time to time, and in accordance with applicable data security and privacy laws. We may disclose Confidential Information if compelled by a court or governmental agency; however, we will use reasonable efforts to inform you prior to such disclosure.

While M&S will use reasonable precautions to protect your Confidential Information, we have no obligation to take any measures not regularly employed by us in protecting our own

Confidential Information. Except as provided below, “Confidential Information” means (i) information 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 otherwise identified as “confidential” in writing at the time of disclosure. Confidential Information does not include information that is (i) currently or becomes publicly or generally known or available without breach of our obligations under this section, (ii) disclosed by you to another party without confidentiality restrictions, (iii) received by us on a non-confidential basis from another party reasonably presumed to be authorized to make such disclosure, or (iv) previously known or subsequently independently developed by us.

**5. Data Security.** M&S regularly communicates via email; and will store and process your information, including Confidential Information, on private networks and secure provider networks, computer servers and software applications not controlled by M&S. These software applications could include products that utilize artificial intelligence to data mine, analyze, or otherwise use your information, including using your information for machine learning purposes. Emails and other electronically stored and transmitted information may be diverted, intercepted, altered, read, disclosed or otherwise used by or communicated to unauthorized third parties. While we will use resources and select suppliers of computer services that we determine provide highly secure environments, the security and protection of email and other electronically stored or transmitted data cannot be guaranteed or warranted. Accordingly, we will not be responsible for and specifically disclaim any liability for any information security breaches whatsoever, unless such breach is the result of our gross negligence or intentional misconduct, subject to the limitations in Section 15.

**6. Deliverables, Documents & Files.** We will furnish to you the Deliverables expressly identified in the SOE. Unless otherwise provided by applicable laws or regulations and except for the Deliverables, our work product, work papers and internal files will remain our property; and we retain all related intellectual property rights. We, in our sole discretion, may provide you with access to or copies of our work product, work papers and internal files, provided that you agree to pay all costs associated with such access or copies, and indemnify us in connection with such access and use by you or your agents and representatives, or other third party in accordance with Section 16.

At the conclusion of our engagement, we will promptly return to you or destroy, at your direction, original records, files, and documents provided to us by you or at your direction. Copies of these original records, files, and documents may be retained by us; but you should retain them for such period as you determine is necessary or desirable for personal, business or legal purposes. We will retain our engagement documentation, including the Deliverables, for a period of seven (7) years, or such longer or shorter period as we may determine to be appropriate or advisable,

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or as required by law or regulation. Thereafter, we will destroy our engagement files in accordance with our document retention policy.

## **7. Document Production, Privilege & Legal Proceedings**

**7.1 Document Production & Testimony.** If, during an engagement or thereafter, we are requested or authorized by you, or if we are required by law or regulation, subpoena or other authorities or legal process, to produce any documents or files, or to make our personnel available to explain or testify with respect to such documents, unless we are 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 fees and expenses of our legal counsel or other advisors, incurred in responding to such requests.

**7.2 Privilege.** In certain circumstances, information, particularly Confidential Information, may be protected by an accountant/client privilege; which you are responsible for recognizing, asserting and maintaining. You must notify us if you wish to claim any privilege, and we will cooperate with your reasonable instructions relating to the privilege. Any questions concerning the availability, maintenance, waiver, and process for asserting a privilege should be directed to your legal counsel. In some jurisdictions, the accountant/client privilege may belong to the accountant and not the client.

**7.3 Legal Proceedings.** The Internal Revenue Service (“IRS”), state, local or foreign taxing authorities, and federal and state regulators and other authorities may take a position different than as set forth in our Deliverable(s). As a result, it may be desirable or necessary to pursue administrative or legal proceedings, including litigation. Decisions in this regard are your responsibility, and may be based on considerations and other matters unrelated to the technical merits of our Deliverables. M&S may provide support for such administrative and legal proceedings under a separate engagement and fee arrangement.

## **8. Use of Artificial Intelligence Notetaking Tools**

Our firm may use AI-powered notetaking or transcription tools (e.g., Microsoft Copilot or similar technologies) during client meetings, calls, or consultations to assist with capturing information, summarizing discussions, and improving the accuracy of our work product.

By engaging our firm, you acknowledge and agree to the following:

**8.1 Consent to Recording and Transcription.** If we initiate AI notetaking in any meeting, or call, in which AI notetaking is used, we will notify you at the start of each session when such tools are in use and you agree that it may be recorded or transcribed. If you do not consent, please inform us before or at the start of the meeting and we will make alternative arrangements.

**8.2 Data Handling and Confidentiality.** Information captured by AI notetaking tools may be processed by third-party software providers. We take reasonable steps to ensure these vendors maintain appropriate security standards and

confidentiality obligations. However, data may be transmitted to or stored on third-party servers. We will not use AI notetaking tools that share your data for model training purposes without your explicit consent.

**8.3 Accuracy and Review.** AI-generated notes and summaries are reviewed by our professional staff prior to use in any work product. The firm does not rely solely on AI-generated output and retains professional responsibility for all deliverables. You should promptly notify us of any inaccuracies in meeting summaries or notes shared with you.

**8.4 Client Use of AI Notetaking Tools.** If you or any representative of your organization uses an AI notetaking, transcription, or recording tool during any meeting or call with our firm, you must notify us at the start of the session. By using such tools, you assume sole responsibility for the accuracy, completeness, and security of any notes, transcriptions, or summaries generated by your tool. Our firm bears no responsibility for errors, omissions, or mischaracterizations arising from AI-generated output produced by client-deployed tools. In the event of any conflict or discrepancy between our firm's records of a meeting and those produced by a client's AI notetaking tool, our firm's records shall be considered authoritative for work performed under this agreement. Furthermore, you are responsible for ensuring that your use of any AI notetaking tool complies with applicable recording consent laws and does not result in the unauthorized disclosure of confidential firm information, proprietary methodologies, or work product.

**8.5 Applicable Law.** Recording of conversations may be subject to federal and state wiretapping or consent laws. We comply with applicable recording consent requirements in the jurisdictions where we operate. You are responsible for informing us if any meeting participants are located in jurisdictions with specific consent requirements (e.g., California's two-party consent law).

**8.6 Confidential Information.** Please exercise caution regarding the disclosure of sensitive third-party information (e.g., information about employees, business partners, or other clients) during meetings where AI notetaking is active.

**8.7 Opt-Out.** You may request that AI notetaking tools not be used in your engagements at any time by notifying us in writing. This election will be noted in your client file and honored going forward. We maintain the unilateral right to remove any client-initiated AI notetaking tools from calls or meetings.

**9. Third Parties, Independent Contractors & Affiliates.** In performing the Services, we may use the services of independent contractors, third parties and their personnel, our part-time or seasonal employees, and our affiliates and their personnel (collectively “Third Parties”). Some of these Third Parties may be located outside of the United States. By engaging us, and unless otherwise restricted by you, you authorize us to grant Third Parties access and the authorization to use your files, financial and tax information, tax returns, and other Confidential Information as necessary to provide the Services. We require Third Parties to protect the confidentiality of Confidential Information disclosed to them; and may also require you to execute documents authorizing

such disclosure. Our use of Third Parties does not affect our obligations to you under our SOE or these General Terms.

**10. Changes in Laws, Regulations & Standards.** Changes to applicable law, regulations, and accounting and professional standards could materially or adversely affect the performance of the Services, including a position reported on a tax return or the analysis or conclusion of any tax advice. Such changes may also increase the time required to complete the Services and our professional fees. The preparation of tax return(s) or rendering of tax advice does not obligate us to advise you of any changes in the law, regulations, or accounting and professional standards.

**11. No Legal or Investment Advice.** Services under the SOE and these General Terms do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisors for such purposes.

**12. Independence & Conflicting Engagements.** If at any time, we determine in our sole discretion that our independence or objectivity is potentially impaired or a conflict of interest exists which prevents us from providing the Services in accordance with the applicable professional and ethical standards, we will notify you of the potential impairment or conflict, and we may withdraw from the engagement, unless the impairment or conflict can be removed to the extent permitted by applicable professional and ethical standards. You agree to advise us of other actual or potential engagements involving M&S; and inform us before entering into any employment discussions with any of our personnel.

#### *12.1 Non-Solicitation of Employees*

You agree that during the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, you will not disrupt or interfere with our business by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding its employees or otherwise inducing the termination of employment of any of our employees. For the purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement. In the event of a breach of your obligation under this Section, you shall pay us an amount equal to 100% of the annual compensation paid by the Client, or its affiliates, to the Solicited Employee. The Parties intend that this payment constitutes compensation and not a penalty.

### **13. Tax Preparation Services – Specific Terms**

References to the “Code” mean the Internal Revenue Code of 1986 (as amended), and the related regulations, rulings, revenue procedures and other guidance provided by the IRS.

**13.1 Responsibility for Accuracy.** We will exercise due care and professional judgment in preparing your tax return(s) and will include all required schedules, worksheets, and information. The Code provides that by signing your return(s) you are verifying that they are true, correct and complete; and that you accept all responsibility related to the return(s). You are required to carefully review each tax return before signing it, and

bring any questionable entries, items or omissions to our attention. The filing of a tax return may not ensure compliance with the Corporate Transparency Act, and the beneficial ownership reporting requirements thereof.

**13.2 Jurisdiction of Returns.** We will prepare tax returns for those Federal, state, local, and foreign jurisdictions set forth in the SOE. We will advise you if we believe, based on the information you provide us, that a tax return should be filed in any other jurisdiction, but we will not prepare any such return without your approval and a modification of the scope of our Services.

**13.3 Level of Assurance.** The Code prohibits tax preparers from signing any tax return known to report any position that the preparer does not reasonably believe (i) to be supported by “substantial authority,” or (ii) is more likely than not to be correct unless certain disclosures are made concerning the position. Because of the limited scope of analysis in evaluating a reporting position, the conclusion that disclosure is not required to enable us to sign a return may not be sufficient to avoid the application of tax penalties under the Code. Except as expressly provided in the SOE, we will not review any reporting position or perform any tax research for the purpose of either determining whether a position can be reported without disclosure, or determining whether tax penalties may apply.

**13.4 Disclosure of Reportable Transactions.** The Code and certain state laws require that you disclose on your tax return certain “reportable transactions” or “listed transactions.” There are significant financial penalties for failure to disclose these transactions, and these penalties may apply even if the transaction does not lead to an understatement of tax. Unless otherwise specified in the SOE, our Services do not include an analysis or review to determine whether any reportable or listed transaction exists, or is required to be disclosed in your tax returns.

### **14. Tax Advisory Services – Specific Terms**

**14.1 Nature of Services.** Our tax advisory Services are limited to research, analysis, conclusions, advice, and recommendations concerning the tax issues described in the SOE (“Tax Advice”), and as further set forth in our tax advice letter, memorandum or opinion (“Memorandum”), which is prepared specifically and exclusively for your use. Our Memorandum may not consider all of the issues that might arise in connection with a certain matter; and, unless expressly stated, relates solely to federal income tax consequences under the Code, and only as of the date of our Memorandum.

**14.2 Level of Assurance.** Tax advisory Services and the corresponding level of assurance are based on (i) the underlying facts, circumstances and assumptions, (ii) the clarity of applicable law and regulations, case law and authority rulings as of the date of the Memorandum, (iii) the amount of factual investigation and tax research performed, (iv) your representations to us, and (v) our professional judgment. The foregoing will be outlined in our Memorandum; and any changes or addition to these factors could materially and adversely affect our analysis and conclusions. You should not rely upon any Tax Advice that is based on facts, circumstances, assumptions, or representations that you believe to be incorrect or incomplete. Our analysis and conclusions are not

a guaranty of the ultimate tax consequences as described in our Memorandum; however, obtaining our Tax Advice may in some cases provide a defense to certain tax penalties. You should not assume that any Tax Advice will provide such protection. You are solely responsible for any and all decisions related to and the use or implementation of our Tax Advice; and our advice is not an endorsement of any particular tax position or transaction structure.

14.3 *Tax Patents.* Patents have been granted covering certain tax strategies. The validity and scope of these patents involves legal interpretations and judgments concerning patent law and not the Code. Accordingly, we cannot advise you concerning the applicability of any tax patents to our Tax Advice. If we believe that any of your tax strategies or tax reporting positions might infringe a tax patent, we will advise you accordingly so that you can seek legal counsel. We will not undertake any separate procedures to identify potentially applicable tax patents.

14.4 *Communications.* We may discuss with you or send to you via email our preliminary views regarding the tax treatment of certain matters. Any verbal advice or information contained in an email is based on a limited understanding and analysis of the underlying facts and limited tax research. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to take any action based solely on any verbal or email communication(s); and we will not be responsible for any loss, cost, or expense resulting from your decision to rely on any verbal or email communication unless and until set forth in our Memorandum (which may be attached to an email).

14.5 *Reliance & Distribution.* Tax Advice is rendered only for your use and benefit, and does not address the tax consequences of any other person or entity. Accordingly, no person or entity other than you may rely on the Tax Advice. Our Memorandum may not be delivered to any other party unless you advise the recipient of the limitations on their reliance. You may deliver our Memorandum to the IRS or any state, local, or foreign tax authority for the purpose of demonstrating your good faith and reliance on our Tax Advice. The delivery of our Memorandum or disclosure of the Tax Advice contained therein to a third party may waive any applicable accountant/client privilege as described in Section 7.2.

15. *Termination.* You may terminate the SOE at any time by written notice to us. Subject to any restrictions imposed by applicable professional and ethical standards, we may terminate an engagement at any time upon written notice to you. Termination for any reason will not affect (i) your obligation to pay us for fees and expenses incurred prior to termination; (ii) our obligation to cure any breach of our warranty under Section 15; (iii) our obligation to return any original records, files, and documents; or (iv) our obligation to cooperate with successor accountants, provided we have received payment for our Services. If you terminate any SOE after we have commenced performing services under a fixed fee arrangement, you are obligated to pay us the entire fixed fee upon termination. The applicable provisions of these General Terms and the SOE will survive the termination of the SOE.

16. *Warranties & Limitations.* The Services performed under the SOE are professional in nature. M&S warrants it will perform the Services in good faith, with due care, and in accordance with professional standards. M&S specifically disclaims all other warranties, either express or implied, and makes no guarantee regarding the results of the Services and/or the use by you or any permitted third party. On receipt of written notice within a reasonable time following the discovery of any breach, M&S will use diligent efforts to cure the breach.

If M&S fails to provide an acceptable cure within a reasonable period of time, M&S will return the professional fees paid to M&S with respect to that portion of the Services that give rise to the breach, but not to exceed the amount of actual and direct damages resulting from our failure to meet our obligations. This will be your sole, exclusive and final remedy. In no event will our liability for any claim arising out of or relating to our failure to meet our obligations under the SOE or these General Terms exceed the amount of the fees actually paid to us under the SOE. In no event will M&S be liable for any indirect, consequential, special, exemplary, or punitive damages, including lost profits or lost opportunity.

Any claim or action by either party, regardless of its nature, arising out of or relating to any matter under the SOE or these General Terms must be brought within twelve (12) months after the party first knows or has reason to know that a claim or cause of action exists, unless otherwise provided by applicable law.

17. *Indemnification.* You will indemnify and hold harmless, M&S, its affiliates, subcontractors and their respective personnel from any and all costs, expenses, settlements, penalties or interest ("Liability"), except to the extent that such Liability results from M&S's gross negligence or intentional misconduct, which is related to any (i) use by you of our Services or Deliverables other than as set forth in the SOE, (ii) disallowance of any tax position, or (iii) proceeding initiated by a third party against M&S.

18. *Dispute Resolution.* M&S and you agree that any dispute regarding the Services will be finally resolved first through mediation, and, if unsuccessful, through arbitration. Following a good faith attempt by the parties' representatives to resolve the dispute, non-binding mediation may be initiated by either party; and the parties will select a mediator acceptable to both and will share the cost of mediation equally. Failing resolution through mediation, the parties will submit the dispute to binding arbitration before a single arbitrator with accounting industry experience and reasonably acceptable to the parties. The arbitration will be subject to the rules established by the parties, or the arbitrator if the parties cannot agree. Mediation and arbitration will take place in Lake County, Illinois, or such other place(s) as the parties may agree. The findings of the arbitrator will be final and binding, and enforceable in any court with appropriate jurisdiction. Each party shall bear its own cost related to the arbitration; provided, however, the parties shall share the fees and expenses of the arbitrator equally. The arbitrator may award damages to either party as the arbitrator may determine is appropriate, including attorneys' fees.

You acknowledge and agree that no affiliated or related entity of M&S will have any liability to you or any other person under an SOE; and you will not bring any action against any such affiliated

or related entity of M&S in connection with such an engagement.

**19. General.** These General Terms and the SOE represent our entire agreement and understanding concerning the Services described in the SOE, and supersede all prior negotiations, commitments or agreements. These General Terms and the SOE may only be amended by our written agreement. In the event of a conflict between these General Terms and the SOE, these General Terms will prevail. If these General Terms are included in a Master Service Agreement, the terms of the Master Service Agreement and any SOE issued under it will apply to any non-attest engagements with M&S.

We maintain the current version of our General Business Terms and Conditions on our website at <https://www.msllc.com/terms-and-conditions> which supersedes all prior versions as of its stated effective date. Client's continued use of our services after such posting constitutes acceptance of the updated terms.

No waiver of any breach of these General Terms or the SOE will be effective unless in writing and signed by the applicable party. No waiver of one breach is a waiver of any other or subsequent breach.

You may not assign the SOE to any other party without our prior written consent, except that you may assign the SOE to any party that acquires your organization. These General Terms and the SOE are binding on M&S and your successors and permitted assignees. Except as expressly provided in the SOE, there are no third-party beneficiaries of our Services.

The SOE, these General Terms, and all matters relating to the Services are governed by the laws of the State of Illinois. Any legal action related to the Services not subject to mediation and arbitration as described in Section 17 will be brought exclusively in the appropriate court located in Lake County, Illinois.

The time for performance of any of your or our obligations (other than the obligation to pay money due) will be extended for a reasonable time in the event of causes beyond your or our reasonable control.

If any provision of these General Terms or the SOE is found to be unenforceable, the enforceability of other provisions will not be affected; and the unenforceable provision will be modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties.