

TERMS AND CONDITIONS

PART I: ENGAGEMENT FUNDAMENTALS

1. Introduction and Definitions

1.1 Parties

This Agreement is entered into between Aura Advisory Services ("Service Provider") and the contracting party identified in the signature block below ("Client"). By executing this Agreement, the Client acknowledges understanding of and agreement with all terms, conditions, and limitations described herein.

1.2 Definitions

In this Agreement, the following terms shall have the meanings set forth below:

- a) "Agreement" means these Terms and Conditions, together with all schedules, exhibits, and attachments incorporated herein by reference.
- b) "Change of Service Request" means a written document executed by both parties authorizing services beyond the original scope of engagement.
- c) "Client" means the individual or entity identified in the signature block, together with its owners, officers, employees, and authorized representatives.
- d) "Commencement Date" means the date specified in the Schedule of Services or, if not specified, the date this Agreement is executed by both parties.
- e) "Confidential Information" means any non-public information disclosed by either party to the other in connection with this engagement, as further defined in Section 8.
- f) "Deliverables" means final work product prepared by the Service Provider specifically for the Client, including financial statements, tax returns, and written reports.
- g) "Engagement Materials" means templates, forms, checklists, procedures, documents, or other materials created or developed by the Service Provider during this engagement.
- h) "Pre-Existing IP" means proprietary methodologies, templates, software, tools, processes, and know-how owned by the Service Provider prior to and independent of this engagement.

- i) "Schedule of Services" means the document attached hereto as Schedule A, specifying the services to be provided, fees, and other engagement-specific terms.
- j) "Service Provider" means Aura Advisory Services, together with its owners, officers, employees, contractors, and authorized representatives.
- k) "Services" means the professional services to be provided by the Service Provider as specified in the Schedule of Services.
- l) "Subprocessors" means third-party service providers engaged by the Service Provider to assist in delivering Services.

1.3 Interpretation

In this Agreement:

- a) "Including" means "including but not limited to";
- b) "Days" means calendar days unless otherwise specified;
- c) "Business days" means days other than Saturdays, Sundays, and federal holidays observed in the United States;
- d) References to "written" or "in writing" include email unless expressly stated otherwise; and
- e) References to statutes, regulations, or professional standards include any amendments thereto.

2. Scope of Engagement

2.1 Services

The Service Provider shall deliver professional services to the Client as specified in the Schedule of Services. The Service Provider shall perform only those services identified in the Schedule of Services, at the intervals stated therein.

2.2 Limitations on Scope

Unless otherwise expressly stated in the Schedule of Services, the scope of this engagement does not include:

- a) Services for accounting periods preceding the Commencement Date;
- b) Audit, review, compilation, or any other form of assurance engagement;

- c) Representation before tax authorities or regulatory bodies, including the Internal Revenue Service (IRS), Michigan Department of Treasury, or other federal, state, or local taxing authorities;
- d) Legal advice or services requiring a law license; or
- e) Services for entities or individuals other than the Client.

2.3 Professional Standards

Services shall be performed in accordance with applicable professional standards, including Generally Accepted Accounting Principles (GAAP), Statements on Standards for Accounting and Review Services (SSARS) issued by the AICPA, and applicable federal and state regulatory requirements. However, adherence to professional standards does not guarantee the detection of all errors, fraud, or irregularities, nor does it guarantee any specific outcome.

3. Changes to Scope

3.1 Additional Services

Any services not listed in the Schedule of Services are outside the scope of this engagement and shall require separate written authorization.

3.2 Process for Additional Services

Should the Client request services beyond the agreed scope, the following process shall apply:

- a) The Service Provider shall provide a written quotation specifying the proposed scope, timeline, and fees for the additional work;
- b) The Client shall accept or decline the quotation within fifteen (15) business days of receipt;
- c) Upon mutual agreement, the Service Provider shall issue a Change of Service Request or amended engagement letter; and
- d) The additional work shall commence only upon execution of such document by both parties.

3.3 Examples of Additional Services

Examples of services that may require separate authorization include, but are not limited to, audits, amended tax returns, compilation engagements, financial statements required for lending purposes, audit representation, and services for additional business entities.

3.4 Right to Decline

The Service Provider is under no obligation to accept requests for additional services and may decline such requests at its sole discretion.

3.5 Urgent Requests

In circumstances requiring urgent action, the Service Provider may, at its discretion, commence work upon receipt of written authorization via email, with formal documentation to follow within ten (10) business days. Any services performed at the Client's express request prior to formal execution of a Change of Service Request shall be billable at the Service Provider's then-current standard rates.

4. Term and Termination

4.1 Commencement and Term

This engagement shall commence on the Commencement Date and shall continue until terminated in accordance with this section or superseded by a subsequent written agreement executed by both parties.

4.2 Annual Review

This engagement shall be subject to annual review. The Service Provider reserves the right to issue updated terms, fee schedules, or engagement letters, which shall become effective upon execution by both parties or, for fee adjustments, in accordance with Section 15.6.

4.3 Termination Without Cause

Either party may terminate this engagement without cause by providing written notice to the other party at least thirty (30) days prior to the intended termination date.

4.4 Termination for Cause

Either party may terminate this engagement immediately upon written notice if the other party:

- a) Commits a material breach of this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice thereof;
- b) Fails to pay any undisputed invoice within sixty (60) days of its due date; or
- c) Engages in conduct that is unlawful, fraudulent, or materially harmful to the other party's reputation or interests.

4.5 Effect of Termination

Upon termination of this engagement:

- a) The Client shall pay the Service Provider for all services rendered through the effective date of termination, calculated in accordance with the agreed fee schedule or, where no fee has been agreed for specific work, at the Service Provider's then-current standard rates;
- b) The Service Provider may apply any deposits or advance payments held to any outstanding amounts owed by the Client, with any remaining balance to be refunded within thirty (30) days;
- c) The Service Provider shall, upon written request and subject to payment of all outstanding fees, provide reasonable cooperation in transitioning services to the Client or a successor service provider, including the transfer of Client records in the Service Provider's possession; and
- d) The Service Provider shall retain copies of work papers and relevant documentation in accordance with the record retention provisions set forth in Section 14.

4.6 Effective Date of Termination

For purposes of this Agreement, the effective date of termination shall be the later of:

- a) The date specified in the written notice of termination; or
- b) Thirty (30) days following transmission of such notice, unless a different period is mutually agreed.

PART II: CLIENT AND SERVICE PROVIDER OBLIGATIONS

5. Client Responsibilities

5.1 Accuracy of Information

The Client is solely responsible for the reliability, accuracy, and completeness of all accounting records, financial data, documents, and disclosures provided to the Service Provider. The Client represents and warrants that all information provided:

- a) Is true, accurate, and complete to the best of the Client's knowledge;
- b) Does not omit any material facts necessary to make such information not misleading; and
- c) Has been prepared and maintained in accordance with applicable legal and regulatory requirements.

5.2 Reliance on Client Information

The Service Provider shall be entitled to rely upon information provided by the Client without independent verification, unless the engagement specifically includes verification procedures. The Service Provider shall not be liable for any errors, omissions, or adverse outcomes resulting from inaccurate, incomplete, or misleading information provided by the Client.

5.3 Access and Cooperation

The Client shall provide the Service Provider with reasonable access to relevant personnel, records, systems, and documentation necessary to perform the agreed Services. The Client shall respond to requests for information or documentation within ten (10) business days unless otherwise agreed.

Failure to provide requested information within the specified timeframe may result in:

- a) Delays in service delivery for which the Service Provider shall not be responsible;
- b) Suspension of Services until cooperation is restored; or
- c) Termination of the engagement in accordance with Section 4.

5.4 Duty to Update

The Client shall promptly notify the Service Provider of any material changes in circumstances, operations, financial condition, ownership, or legal matters that may affect the Services being provided.

5.5 Recordkeeping Obligations

The Client is solely responsible for maintaining complete and accurate books and records for the Client's business. The Client should retain original documents and independent copies of all financial records, tax returns, and supporting documentation in accordance with applicable legal and regulatory requirements.

5.6 Industry-Specific Compliance

The Client is solely responsible for compliance with privacy, data protection, and disclosure requirements applicable to the Client's industry, including but not limited to HIPAA (healthcare), GLBA (financial services), PCI-DSS (payment card data), SOX (public companies), or similar federal and state regulations. If the Client's regulatory environment requires protections beyond those provided herein, the Client shall:

- a) Notify the Service Provider in writing prior to disclosing regulated information;
- b) Specify the additional protections required; and
- c) Enter into supplemental agreements as necessary.

The Client agrees to indemnify the Service Provider from any claims arising from the Client's failure to comply with industry-specific regulatory requirements or failure to notify the Service Provider of such requirements.

5.7 Decision-Making Authority

The Client retains sole authority and responsibility for all business, financial, and operational decisions. The Service Provider's role is limited to providing information, analysis, and professional opinions to assist the Client in making informed decisions.

The Client acknowledges and agrees that:

- a) The Client is solely responsible for evaluating and acting upon any advice provided;
- b) The Client shall not hold the Service Provider liable for the consequences of decisions made by the Client;
- c) The Client assumes full responsibility for the accuracy and integrity of the Client's financial records; and

- d) The Client shall review and approve all journal entries, transaction classifications, and account codes prepared or modified by the Service Provider on a quarterly basis. Failure to complete such review within thirty (30) days of receipt shall constitute deemed approval.

5.8 Compliance Standards Summary

As your accounting partner, Aura Advisory Services requires:

- a) Timely documentation submission
- b) Accurate disclosure of financial activity
- c) Compliance with IRS and state filing requirements
- d) Proper classification of restricted vs unrestricted funds
- e) Use of agreed-upon systems and portals

Aura Advisory Services *cannot*:

- a) Backdate transactions improperly
- b) Alter financial records to misrepresent performance
- c) Ignore payroll or tax obligations
- d) File returns without required information
- e) Participate in activities that violate GAAP or IRS guidance

Client is responsible for:

- a) Providing complete documentation
- b) Responding within requested timelines
- c) Reviewing financial reports
- d) Approving filings when required

Failure to meet these responsibilities may delay filings or require reevaluation of engagement.

6. Service Provider Obligations

6.1 Professional Standards

The Service Provider shall perform Services with professional care and in accordance with applicable professional standards and ethical requirements.

6.2 Communication

The Service Provider shall maintain reasonable communication with the Client regarding the status of Services and shall respond to Client inquiries within a reasonable timeframe, subject to workload and complexity considerations.

6.3 Third-Party Referrals

The Service Provider may, from time to time, suggest that the Client consult with attorneys, specialists, or other professionals regarding matters outside the Service Provider's expertise. Any such referrals are provided as a courtesy only. The Service Provider makes no representations regarding the qualifications, competence, or suitability of any third party and shall not be liable for any acts, omissions, or advice of referred parties.

7. Limitations of Services

7.1 Nature of Services

Unless otherwise expressly stated in the Schedule of Services, the Services provided under this engagement are limited to accounting, bookkeeping, tax preparation, and advisory services. These Services do not constitute an audit, review, compilation, or any other form of assurance engagement.

7.2 Nature of Advice

Any advice, recommendations, or opinions provided by the Service Provider are based solely on the information available at the time of delivery and the Service Provider's professional judgment. Such advice:

- a) Constitutes professional opinion only and does not constitute a guarantee of any particular outcome;
- b) Is provided for the sole benefit of the Client and may not be relied upon by any third party without the Service Provider's prior written consent;
- c) Should be independently evaluated by the Client in light of the Client's specific circumstances; and
- d) Does not replace the judgment of the Client's legal, financial, or other professional advisors.

7.3 Fraud and Error Detection

The Client acknowledges that the Services are not designed to, and cannot be relied upon to:

- a) Detect errors, fraud, misappropriation of assets, illegal acts, or other irregularities;
- b) Provide assurance regarding the accuracy or completeness of financial statements or records;
- c) Guarantee compliance with applicable laws, regulations, or tax requirements; or
- d) Identify all risks, liabilities, or contingencies affecting the Client's business.

Even with the exercise of professional care, the Services may not detect material misstatements, errors, or fraud, particularly where such matters involve concealment, falsification, intentional misrepresentation, or collusion.

7.4 Reporting of Discovered Matters

Should the Service Provider become aware of matters that appear to involve material errors, fraud, or illegal acts during the course of the engagement, the Service Provider shall inform the Client, unless such matters are clearly trivial, disclosure is prohibited by law, or the Service Provider reasonably believes that Client management is involved, in which case the Service Provider may take such action as it deems appropriate, including termination of the engagement.

The Service Provider has no obligation to design or perform additional procedures beyond the agreed scope of Services to search for errors, fraud, or illegal acts.

7.5 Internal Controls

The Client acknowledges that:

- a) The Service Provider is not engaged to evaluate, test, or report on the Client's internal controls;
- b) The Services do not include identification of significant deficiencies or material weaknesses in internal controls;
- c) The Client's management is solely responsible for designing, implementing, and maintaining internal controls adequate for the Client's operations; and
- d) The Service Provider's performance of Services does not substitute for the Client's responsibility to maintain proper internal controls.

7.6 Forward-Looking Information

Any projections, forecasts, budgets, or forward-looking analyses prepared by the Service Provider are based on assumptions provided by or agreed with the Client. Actual results may differ materially from projected results. The Service Provider makes no representation or warranty regarding the achievability of projected outcomes.

7.7 Third-Party Reliance

All Deliverables are prepared solely for the use and benefit of the Client and may not be disclosed to, or relied upon by, any third party without the prior written consent of the Service Provider. The Service Provider accepts no responsibility or liability to any third party who obtains access to or relies upon Deliverables, regardless of how such access was obtained.

PART III: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8. Confidentiality

8.1 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by either party to the other in connection with this engagement, including but not limited to:

- a) Financial records, tax returns, business plans, and operational data;
- b) Personal information of owners, employees, customers, or vendors;
- c) Trade secrets, proprietary processes, and competitive information;
- d) The Service Provider's methodologies, pricing, and business practices; and
- e) Any information designated as confidential by the disclosing party.

8.2 Confidentiality Obligations

Each party agrees to:

- a) Hold the other party's Confidential Information in strict confidence;
- b) Use Confidential Information solely for purposes of performing or receiving Services under this engagement;
- c) Limit disclosure of Confidential Information to personnel, agents, and Subprocessors with a need to know, provided such parties are bound by confidentiality obligations no less protective than those herein; and

- d) Implement reasonable administrative, technical, and physical safeguards to protect Confidential Information from unauthorized access, use, or disclosure.

8.3 Exclusions

Confidentiality obligations shall not apply to information that:

- a) Is or becomes publicly available through no fault of the receiving party;
- b) Was known to the receiving party prior to disclosure, as evidenced by written records;
- c) Is independently developed by the receiving party without use of or reference to Confidential Information; or
- d) Is rightfully obtained from a third party without restriction on disclosure.

8.4 Compelled Disclosure

If either party is required by law, regulation, court order, subpoena, or request from a governmental or regulatory authority to disclose Confidential Information, the disclosing party shall, to the extent legally permitted:

- a) Provide prompt written notice to the other party;
- b) Cooperate with reasonable efforts to obtain protective treatment; and
- c) Disclose only such information as is legally required.

8.5 Third-Party Waiver

The Client acknowledges that voluntary disclosure of Confidential Information to third parties may constitute a waiver of confidentiality with respect to such information. The Service Provider shall have no obligation to maintain confidentiality over information the Client has disclosed to third parties without restriction.

8.6 Data Breach Notification

In the event of a known or suspected unauthorized access to, or disclosure of, Client Confidential Information, the Service Provider shall notify the Client in accordance with the procedures set forth in Section 13.2.

8.7 Return or Destruction

Upon termination of the engagement and payment of all outstanding fees, each party shall, at the other party's request, return or destroy Confidential Information in its possession, except for copies retained:

- a) As required by applicable law or professional standards;
- b) In automated backup systems, subject to continued confidentiality obligations;
or
- c) In the Service Provider's work papers in accordance with Section 14.

9. Intellectual Property

9.1 Service Provider's Pre-Existing Intellectual Property

The Client acknowledges that the Service Provider possesses Pre-Existing IP developed prior to and independent of this engagement. All Pre-Existing IP shall remain the sole and exclusive property of the Service Provider.

9.2 Engagement Materials

Any Engagement Materials created or developed by the Service Provider during this engagement shall be the property of the Service Provider, regardless of whether such materials incorporate Client-specific information.

9.3 License to Client

Subject to full payment of all fees and compliance with this Agreement, the Service Provider grants the Client a limited, non-exclusive, non-transferable, revocable license to use Deliverables and Engagement Materials provided to the Client solely for the Client's internal business purposes. This license does not include the right to:

- a) Modify, adapt, or create derivative works;
- b) Sublicense, sell, or distribute to third parties;
- c) Reverse engineer, decompile, or extract underlying methodologies; or
- d) Remove or alter proprietary notices or attributions.

9.4 Restrictions on Use

The Client shall not, and shall ensure that the Client's employees, agents, and affiliates do not:

- a) Copy, reproduce, or store Engagement Materials except as necessary for the Client's internal use;
- b) Share Engagement Materials with third parties, including competitors of the Service Provider; or
- c) Use Engagement Materials for purposes unrelated to the Client's business operations.

10. Ownership of Documents

10.1 Client-Provided Materials

All original documents, records, and data provided by the Client to the Service Provider shall remain the property of the Client.

10.2 Deliverables

Upon full payment of all fees and expenses, the Client shall be entitled to receive copies of Deliverables prepared by the Service Provider specifically for the Client.

10.3 Work Papers

The Service Provider shall retain ownership of all:

- a) Internal work papers, notes, calculations, and supporting documentation;
- b) Draft documents and preliminary work product not delivered in final form; and
- c) Any materials incorporating the Service Provider's Pre-Existing IP.

10.4 Lien on Deliverables

The Service Provider reserves the right to withhold delivery of Deliverables, including but not limited to tax returns and financial statements, until all outstanding fees and expenses have been paid in full, to the extent permitted by applicable law and professional standards.

PART IV: THIRD PARTIES AND COMMUNICATIONS

11. Third-Party Service Providers

11.1 Authorization

In order to deliver Services effectively, the Service Provider may disclose Client Confidential Information to Subprocessors. By executing this Agreement, the Client authorizes such disclosures, subject to the protections set forth in this section.

11.2 Categories of Subprocessors

Subprocessors may include, but are not limited to:

- a) Independent contractors engaged to assist with service delivery;
- b) Technology vendors providing cloud-based accounting software, document management, file storage, and data backup services;
- c) Communication and collaboration platforms;
- d) Payment processing providers; and
- e) Professional advisors engaged by the Service Provider.

A list of current Subprocessors is available upon written request.

11.3 Subprocessor Safeguards

The Service Provider shall:

- a) Engage only Subprocessors that maintain reasonable safeguards for the protection of Confidential Information;
- b) Ensure that Subprocessors are contractually bound by confidentiality and data protection obligations no less protective than those contained herein;
- c) Limit disclosure to Subprocessors to information reasonably necessary for the performance of the delegated services; and
- d) Remain responsible for Subprocessor compliance with the terms of this Agreement.

11.4 Third-Party Applications

The Service Provider may utilize third-party software applications, including cloud-based platforms, for accounting, document management, filing, and related functions. The Client acknowledges and consents to such use.

11.5 Disclaimer of Liability for Third-Party Services

The Service Provider shall not be liable for:

- a) Record retention practices, data security, or service availability of third-party providers;
- b) Loss, corruption, or inaccessibility of data stored by third-party providers;
- c) Changes to third-party terms of service, pricing, or functionality; or
- d) Actions or omissions of third-party providers, regardless of whether the Service Provider has absorbed or subsidized the cost of such services on behalf of the Client.

11.6 International Data Transfers

Subprocessors may store or process data in jurisdictions outside the United States. By executing this Agreement, the Client consents to such transfers, provided the Service Provider ensures appropriate safeguards are in place.

11.7 Changes to Subprocessors

The Service Provider reserves the right to engage new Subprocessors or change existing Subprocessors. Upon written request, the Service Provider shall notify the Client of material changes to Subprocessors handling Client financial data.

11.8 Subprocessor Breaches

In the event the Service Provider becomes aware of a data security incident involving a Subprocessor that affects Client Confidential Information, the Service Provider shall notify the Client in accordance with Sections 8.6 and 13.2.

11.9 Transfer of Third-Party Services Upon Termination

Upon termination of this engagement:

- a) The Service Provider shall notify the Client in writing of any third-party subscription-based services that were established or maintained by the Service Provider on behalf of the Client and are eligible for transfer;
- b) The Client shall have thirty (30) days from the effective date of termination to establish a direct account with the third-party provider, complete the transfer of services and data, and assume responsibility for all associated fees;
- c) The Service Provider shall provide reasonable cooperation in facilitating such transfers, subject to payment of all outstanding fees;

- d) If the Client fails to complete the transfer within the specified timeframe, the Service Provider may discontinue or cancel such services without further notice, and the Client's data may become inaccessible or deleted in accordance with the third-party provider's policies; and
- e) The Service Provider shall have no obligation to restore access or recover data from cancelled services.

12. Electronic Communications

12.1 Consent to Electronic Communication

The Client consents to receiving communications from the Service Provider via electronic means, including email, secure client portals, and other electronic messaging systems.

The Service Provider's designated email domain for official communications is @auraadvisoryservices.com. The Client should verify that communications purporting to be from the Service Provider originate from this domain.

12.2 Risks of Electronic Communication

The Client acknowledges that electronic communications are inherently insecure and subject to risks including:

- a) Interception, unauthorized access, or alteration during transmission;
- b) Delivery failures, delays, or misdirection;
- c) Phishing, spoofing, or impersonation by malicious third parties; and
- d) Inadvertent disclosure due to misdirected messages.

12.3 Security Measures

The Service Provider employs reasonable security measures for electronic communications, which may include encryption in transit, secure client portals, and password-protected attachments. However, no method of electronic transmission is completely secure.

For highly sensitive information, including Social Security numbers, bank account credentials, or wire transfer instructions, the Client should use the Service Provider's secure portal in accordance with Section 13.3.

12.4 Verification of Sensitive Requests

The Client agrees to independently verify any electronic communication requesting:

- a) Changes to bank account or payment information;
- b) Wire transfers or other fund disbursements;
- c) Disclosure of sensitive personal or financial information; or
- d) Actions that deviate from established procedures.

Verification should be conducted via telephone using a known, previously established number. The Service Provider shall not be liable for losses arising from the Client's failure to verify suspicious or unusual requests.

12.5 Disclaimer of Liability

The Service Provider shall not be liable for any loss, damage, or expense arising from:

- a) Interception, unauthorized access, or disclosure of electronic communications during transmission;
- b) Delivery failures or delays beyond the Service Provider's reasonable control;
- c) Actions taken by the Client in reliance on fraudulent communications not originated by the Service Provider; or
- d) The Client's transmission of sensitive information via unencrypted channels after being advised of secure alternatives.

12.6 Client Responsibilities

The Client agrees to:

- a) Provide and maintain a current, valid email address for communications;
- b) Notify the Service Provider promptly of any changes to contact information;
- c) Monitor the designated email account regularly; and
- d) Implement reasonable security measures on the Client's own systems.

12.7 Binding Communications

Electronic communications from the Client's designated email address shall be deemed authorized communications on behalf of the Client. The Service Provider may rely on instructions received from such address without further verification, except as provided in Section 12.4.

12.8 Response Times

While the Service Provider endeavors to respond to electronic communications within two (2) business days, response times may vary based on complexity and workload. Time-sensitive matters should be clearly marked as such.

13. Cybersecurity and Technology

13.1 Data Security Commitment

The Service Provider is committed to maintaining reasonable administrative, technical, and physical safeguards to protect Client data from unauthorized access, use, disclosure, alteration, or destruction. The Service Provider regularly reviews and updates its security practices in response to evolving threats and industry standards.

13.2 Data Breach Notification

In the event the Service Provider becomes aware of a confirmed or reasonably suspected unauthorized access to, acquisition of, or disclosure of Client Confidential Information ("Data Breach"), the Service Provider shall:

- a) Notify the Client in writing within seventy-two (72) hours of confirming the Data Breach;
- b) Provide available details regarding the nature and scope of the breach, the types of information potentially affected, and the measures being taken to investigate and contain the incident;
- c) Cooperate with the Client in investigating the breach and mitigating potential harm;
- d) Provide reasonable updates as additional information becomes available; and
- e) Comply with applicable breach notification laws and regulations, including Michigan's Identity Theft Protection Act.

The Service Provider shall not be required to provide notice for unsuccessful security incidents, such as blocked intrusion attempts, port scans, or denial-of-service attacks that do not result in unauthorized access to Client data.

13.3 Secure Document Transmission

To protect sensitive financial and personal information, the parties agree to the following protocols for document transmission:

- a) **Secure Portal Required:** All sensitive documents, including but not limited to tax returns, financial statements, bank statements, documents containing Social Security numbers or Tax Identification Numbers, payroll records, and documents containing banking credentials or account numbers, shall be transmitted exclusively through the Service Provider's secure client portal;
- b) **Email and Text Prohibited for Sensitive Data:** Sensitive documents and information as described above shall not be transmitted via unencrypted email, text message, or other unsecured communication channels;
- c) **Client Acknowledgment:** The Client acknowledges that transmission of sensitive information via unsecured channels, despite this policy, is at the Client's sole risk, and the Service Provider shall not be liable for any unauthorized access, interception, or disclosure resulting from the Client's failure to use the secure portal;
- d) **Portal Access:** The Service Provider shall provide the Client with access credentials to the secure client portal upon commencement of the engagement. The Client is responsible for maintaining the confidentiality of access credentials and notifying the Service Provider immediately if credentials are compromised; and
- e) **Exceptions:** In limited circumstances where portal access is temporarily unavailable, the Service Provider may, at its discretion, transmit documents via password-protected encrypted attachment, with the password communicated separately. Such exceptions shall not establish a course of dealing permitting routine transmission outside the secure portal.

13.4 Use of Artificial Intelligence

The Client acknowledges and agrees that the Service Provider may utilize artificial intelligence ("AI") tools and technologies to assist in the delivery of Services. Such use may include, but is not limited to:

- a) Document analysis and data extraction;
- b) Transaction categorization and coding assistance;
- c) Research and reference assistance;
- d) Drafting and review of correspondence and documents;
- e) Quality control and error detection; and
- f) Process automation and workflow optimization.

The Service Provider represents that:

- a) AI tools are used to enhance efficiency and support professional judgment, not to replace it;
- b) All AI-assisted work product is reviewed by qualified personnel before delivery to the Client;
- c) The Service Provider evaluates AI tools for security and confidentiality practices before adoption;
- d) The Service Provider does not input sensitive Client data (such as full Social Security numbers, complete bank account numbers, or login credentials) into public or consumer-grade AI platforms; and
- e) Where AI tools process Client data, such tools are either (i) enterprise-grade platforms with appropriate data processing agreements, or (ii) locally hosted solutions that do not transmit data externally.

By executing this Agreement, the Client consents to the Service Provider's use of AI tools as described herein. If the Client objects to the use of AI in connection with the Client's engagement, the Client shall notify the Service Provider in writing. The parties shall discuss alternatives, which may result in adjusted timelines, modified service scope, or increased fees to accommodate manual processes.

The Client acknowledges that AI tools, like all technologies, may produce errors or unexpected results. The Service Provider does not warrant the accuracy, completeness, or reliability of AI-generated outputs. All Deliverables remain subject to the limitations of liability and disclaimers set forth elsewhere in this Agreement.

13.5 Software Integration and Data Sharing

The Service Provider utilizes various software platforms to deliver Services efficiently. The Client acknowledges and agrees that:

- a) **Automatic Data Integration:** Certain software platforms used by the Service Provider may automatically integrate, synchronize, or retrieve data from the Client's connected accounts, including but not limited to bank accounts, credit card accounts, payroll systems, and point-of-sale systems, to facilitate bookkeeping, reconciliation, and reporting functions;
- b) **No Manual Sharing of Sensitive Documents:** The Service Provider does not manually share, distribute, or transmit the Client's sensitive financial documents (such as bank statements, tax returns, or payroll records) to third parties, except as expressly authorized by the Client or required by law;

- c) **Automated vs. Manual Distinction:** The Client understands the distinction between (i) automated data integration performed by software platforms to facilitate service delivery, and (ii) manual sharing of documents, which the Service Provider does not perform without authorization;
- d) **Third-Party Platform Terms:** Data integration is subject to the terms and conditions of the applicable third-party platforms. The Service Provider is not responsible for changes to third-party platform functionality, security practices, or terms of service;
- e) **Client Authorization:** By connecting accounts or providing access credentials to the Service Provider for integration purposes, the Client authorizes the automated retrieval and synchronization of data from such accounts; and
- f) **Revocation of Access:** The Client may revoke integration access at any time by notifying the Service Provider in writing. Revocation may affect the Service Provider's ability to perform certain Services, and the parties shall discuss adjustments to the scope of engagement as necessary.

13.6 Client Cybersecurity Responsibilities

The Client acknowledges that effective data security requires cooperation from both parties. The Client agrees to:

- a) Maintain reasonable security measures on the Client's own systems, devices, and networks, including up-to-date antivirus software, firewalls, and operating system patches;
- b) Use strong, unique passwords for accounts connected to the Service Provider's systems and the secure client portal;
- c) Enable multi-factor authentication where available and when requested by the Service Provider;
- d) Notify the Service Provider immediately upon discovering or suspecting any security incident affecting accounts or systems connected to the engagement;
- e) Train personnel with access to financial systems on basic cybersecurity hygiene, including recognition of phishing attempts; and
- f) Refrain from transmitting sensitive information via unsecured channels, as specified in Section 13.3.

The Service Provider shall not be liable for security incidents arising from the Client's failure to maintain reasonable security practices on the Client's own systems.

PART V: RECORDS

14. Record Retention

14.1 Service Provider Retention Policy

The Service Provider shall retain records relating to this engagement in accordance with the following schedule:

- a) For active Clients: Records shall be retained for the duration of the engagement plus seven (7) years following termination;
- b) For former Clients: Records shall be retained for seven (7) years following the effective date of termination; and
- c) For tax-related records: Records shall be retained for the longer of seven (7) years or the period required by applicable federal and state tax authorities, including the Internal Revenue Service and Michigan Department of Treasury.

14.2 Destruction of Records

Following the expiration of the applicable retention period, the Service Provider may destroy records without further notice to the Client, unless the Service Provider has received written notice that records are subject to a litigation hold or regulatory inquiry.

14.3 Limitations on Retention

The Client acknowledges that:

- a) The Service Provider's records are maintained as a professional practice, not as a substitute for the Client's own recordkeeping obligations;
- b) Records may be stored in electronic format only;
- c) Physical deterioration, technological obsolescence, data corruption, or catastrophic events may limit the availability of retained records; and
- d) The Service Provider makes no warranty regarding the completeness, accessibility, or condition of retained records.

14.4 Hard Copy Documents

In the event the Service Provider receives original paper documents from the Client:

- a) Such documents shall be returned to the Client promptly upon completion of the relevant work;

- b) The Service Provider may retain digital copies as part of the engagement file; and
- c) The Client assumes responsibility for safeguarding original documents upon their return.

14.5 Requests for Records

Former Clients may request copies of records retained by the Service Provider, subject to the following:

- a) Requests must be submitted in writing;
- b) The Service Provider shall respond within thirty (30) days of receipt;
- c) Records shall be provided in electronic format unless otherwise agreed;
- d) The Service Provider reserves the right to charge reasonable fees for record retrieval, copying, and delivery; and
- e) Provision of records is contingent upon payment of all outstanding fees.

PART VI: FEES AND PAYMENT

15. Fees

15.1 Fee Structures

Services shall be billed in accordance with one of the following fee structures, as specified in the Schedule of Services:

- a) **Fixed Fee:** A predetermined amount for defined services;
- b) **Hourly Rate:** Time-based billing at the rates specified, with time recorded in minimum increments of fifteen (15) minutes; or
- c) **Hybrid:** A combination of fixed and hourly components.

15.2 Hourly Rate Engagements

For Services billed on an hourly basis:

- a) The Service Provider may provide an estimate of anticipated fees;
- b) Estimates are provided for planning purposes only and do not constitute a cap or guarantee;
- c) If actual fees are expected to exceed the original estimate by more than fifteen percent (15%), the Service Provider shall notify the Client before proceeding with additional work; and

- d) The Client authorizes the Service Provider to proceed with work within the estimated range without further approval.

15.3 Expenses

In addition to professional fees, the Client shall reimburse the Service Provider for reasonable out-of-pocket expenses, including:

- a) Filing fees, registration fees, and government charges;
- b) Third-party software or service fees incurred specifically for the Client's benefit;
- c) Travel expenses, if pre-approved in writing;
- d) Courier, postage, and delivery charges; and
- e) Printing and reproduction costs.

Expenses exceeding two hundred fifty dollars (\$250) individually, or five hundred dollars (\$500) in aggregate per billing period, shall require the Client's prior written approval, except for government filing fees.

15.4 Taxes

All fees and expenses are exclusive of applicable taxes. The Client shall be responsible for payment of all applicable federal, state, and local sales and use taxes, unless the Client provides a valid tax exemption certificate. Michigan sales tax shall be added to invoices where applicable.

15.5 Rate Adjustments

The Service Provider reserves the right to adjust billing rates annually. The Service Provider shall provide the Client with at least thirty (30) days' written notice of any rate increase. Continued use of Services following the effective date shall constitute acceptance of the new rates.

16. Invoicing and Payment

16.1 Invoice Schedule

The Service Provider shall issue invoices as follows:

- a) **Recurring Services:** Invoiced monthly, in advance, on or about the first (1st) of each month;

- b) **Project-Based Services:** Invoiced upon completion, or at agreed milestones for larger projects; and
- c) **Expenses:** Invoiced monthly in arrears, or included with the next scheduled invoice.

Invoices shall be delivered electronically to the Client's designated email address.

16.2 Payment Terms

All invoices are due and payable as follows:

Invoice Type	Payment Due
Recurring Services (Advance Billing)	Upon receipt
Project-Based Services	Net fifteen (15) days from invoice date
Expenses	Net fifteen (15) days from invoice date

For purposes of this Agreement, "receipt" shall mean the date of electronic delivery to the Client's designated email address.

16.3 Accepted Payment Methods

Payment may be made by:

- a) Electronic funds transfer (EFT) or ACH;
- b) Credit card (subject to a processing fee of three percent (3%));
- c) Check mailed to the address specified on the invoice; or
- d) Such other methods as the Service Provider may designate.

16.4 Currency

All invoices shall be issued and payable in United States dollars (USD).

17. Retainers and Deposits

17.1 Retainer Requirements

The Service Provider may require an initial retainer as a condition of commencing or continuing Services. If a retainer is required, the amount and terms shall be specified in the Schedule of Services or separate written communication.

17.2 Holding of Retainer Funds

Retainer funds shall be held by the Service Provider in accordance with applicable professional regulations. Retainer funds shall remain the property of the Client until applied to invoices. The Service Provider shall not be obligated to pay interest on retainer funds held, unless required by applicable law.

17.3 Application of Retainer

- a) Upon issuance of an invoice, the Service Provider may apply available retainer funds to satisfy the invoice balance;
- b) The Service Provider shall provide the Client with notice of any retainer application, including the amount applied and remaining balance;
- c) The Service Provider may apply retainer funds to outstanding late fees or collection costs before applying such funds to current invoices.

17.4 Replenishment

If the retainer balance falls below fifty percent (50%) of the original amount, the Service Provider may require the Client to replenish the retainer within fifteen (15) days of written request. Failure to replenish may result in suspension of Services.

17.5 Refund of Retainer

Upon termination of the engagement:

- a) The Service Provider shall first apply any remaining retainer to outstanding amounts owed;
- b) Any remaining balance shall be refunded within thirty (30) days of the effective date of termination or final determination of amounts owed, whichever is later; and
- c) Refunds shall be issued via the same method as the original payment, or by check if unavailable.

17.6 Non-Refundable Retainers

In certain circumstances, the Service Provider may require a non-refundable retainer or engagement fee. Any non-refundable amounts shall be clearly identified as such in writing at the time of collection.

18. Late Payment and Collection

18.1 Payment Status Timeline

Days After Invoice Date	Status	Consequence
0-15 days	Current	None
16-30 days	Past Due	Reminder notice issued
31-60 days	Delinquent	Services may be suspended
61+ days	Seriously Delinquent	Late fees begin accruing

18.2 Late Fees

Late fees shall apply to any invoice balance that remains unpaid for more than sixty (60) days from the invoice date:

- a) **Rate:** Two percent (2%) of the outstanding balance shall be assessed on the sixty-first (61st) day;
- b) **Recurring Assessment:** An additional two percent (2%) shall be assessed every thirty (30) days thereafter;
- c) **Compounding:** Late fees shall compound, meaning each assessment is calculated on the outstanding balance including prior unpaid late fees;
- d) **Maximum:** Total accumulated late fees shall not exceed twenty-five percent (25%) of the original invoice amount; and
- e) **Waiver:** The Service Provider may, in its sole discretion, waive or reduce late fees for Clients who communicate proactively and establish a written payment plan.

18.3 Failed Payment Fee

If any payment method fails (including declined cards, returned checks, and ACH rejections):

- a) A failed payment fee of thirty-five dollars (\$35) shall be assessed;
- b) The Client shall provide a valid replacement payment method within seven (7) calendar days; and
- c) Failure to provide a replacement method shall result in the invoice being treated as unpaid from its original due date.

18.4 Application of Payments

Payments received shall be applied in the following order:

- a) First, to any collection costs or legal fees;
- b) Second, to late fees and failed payment fees;
- c) Third, to the oldest outstanding invoice balance; and
- d) Fourth, to current or more recent invoices.

18.5 Invoice Disputes

If the Client disputes any portion of an invoice:

- a) The Client shall notify the Service Provider in writing within fifteen (15) days of the invoice date;
- b) The Client shall pay all undisputed amounts by the original due date;
- c) The parties shall work in good faith to resolve the dispute; and
- d) Late fees shall not accrue on amounts genuinely disputed in good faith, provided the dispute notice was timely.

Failure to dispute within the specified timeframe shall constitute acceptance of the invoiced amounts.

18.6 Collection

If collection efforts become necessary:

- a) The Client shall reimburse the Service Provider for all costs of collection, including reasonable attorneys' fees, court costs, and collection agency fees;
- b) Interest may accrue at the maximum rate permitted by law if higher than the late fee rate; and
- c) The Service Provider may report delinquent accounts to credit reporting agencies.

19. Suspension and Reactivation

19.1 Triggers for Suspension

The Service Provider may suspend Services if:

- a) Any invoice remains unpaid for more than thirty (30) days past due;
- b) The Client fails to provide a valid payment method within the required timeframe; or
- c) The Client's account reflects a pattern of late payments.

19.2 Notice and Cure

Prior to suspension, the Service Provider shall provide the Client with written notice and a five (5) business day opportunity to cure, except where continued service poses a risk to the Service Provider.

19.3 Effect of Suspension

During suspension:

- a) The Service Provider shall have no obligation to perform Services, meet deadlines, or respond to requests;
- b) The Client remains responsible for consequences arising from suspension, including missed deadlines and penalties; and
- c) Fees for Services already rendered remain due.

19.4 Reactivation

Services may be reactivated upon:

- a) Payment in full of all outstanding balances, including late fees;
- b) Payment of a reactivation fee of one hundred fifty dollars (\$150) if suspended more than thirty (30) days; and
- c) Establishment of a payment method acceptable to the Service Provider.

The Service Provider reserves the right to decline reactivation and terminate the engagement.

PART VII: RISK ALLOCATION

20. Indemnification

20.1 Client Indemnification

The Client shall indemnify, defend, and hold harmless the Service Provider and its owners, officers, employees, and agents from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- a) The Client's breach of any representation, warranty, or obligation under this Agreement;
- b) The Client's negligence, fraud, willful misconduct, or illegal acts;
- c) The inaccuracy or incompleteness of information provided by the Client;
- d) The Client's failure to comply with applicable laws or regulations;
- e) Claims by third parties arising from the Client's business operations, except to the extent caused by the Service Provider's gross negligence or willful misconduct; or
- f) The Client's failure to maintain adequate insurance, internal controls, or recordkeeping.

20.2 Defense and Settlement

Upon receiving notice of a claim for which indemnification may be sought:

- a) The Service Provider shall notify the Client in writing within a reasonable time;
- b) The Client may assume control of the defense at the Client's expense, with counsel reasonably acceptable to the Service Provider;
- c) The Service Provider may participate in the defense at its own expense;
- d) The Client shall not settle any claim admitting fault on behalf of the Service Provider without prior written consent; and
- e) If the Client fails to assume defense within thirty (30) days, the Service Provider may defend at the Client's expense.

20.3 Limitations

The Client's indemnification obligations shall not apply to claims arising directly from the Service Provider's gross negligence, willful misconduct, or breach of confidentiality obligations.

20.4 Service Provider Indemnification

The Service Provider shall indemnify the Client from claims arising directly from the Service Provider's gross negligence, willful misconduct, or breach of confidentiality obligations, subject to the limitations in Section 21.

21. Limitation of Liability

21.1 Cap on Liability

To the maximum extent permitted by law, the total aggregate liability of the Service Provider arising out of or relating to this Agreement shall not exceed three hundred percent (300%) of the total fees actually paid by the Client during the twelve (12) months immediately preceding the event giving rise to liability.

21.2 Exclusion of Certain Damages

The Service Provider shall not be liable for any:

- a) Indirect, incidental, special, consequential, or punitive damages;
- b) Loss of profits, revenue, business opportunities, or goodwill;
- c) Loss of data, except to the extent caused by breach of confidentiality obligations;
- d) Damages arising from third-party claims, except as provided in Section 20; or
- e) Damages the Client could have avoided through reasonable mitigation; even if advised of the possibility of such damages.

21.3 Exceptions

The limitations in this section shall not apply to:

- a) The Service Provider's gross negligence, fraud, or willful misconduct;
- b) Breach of confidentiality obligations resulting in unauthorized disclosure;
- c) Personal injury or death caused by negligence; or
- d) Liability that cannot be limited under applicable law.

21.4 Mutual Application

The Client's liability to the Service Provider, except for indemnification obligations and payment of fees, shall be subject to the same limitations.

21.5 Essential Basis

The Client acknowledges that:

- a) These limitations reflect an informed allocation of risk;
- b) Fees have been set in reliance upon these limitations;
- c) These limitations apply regardless of whether any remedy fails of its essential purpose; and
- d) The Client has had opportunity to seek independent legal advice.

21.6 Relationship to Indemnification

The limitations in this section shall not limit the Client's indemnification obligations.

21.7 Insurance

The Service Provider maintains professional liability insurance. Information regarding coverage is available upon written request.

PART VIII: DISPUTES AND GOVERNING LAW

22. Dispute Resolution

22.1 Service Concerns

Should the Client have concerns regarding the quality or timeliness of Services:

- a) The Client shall notify the Service Provider in writing within thirty (30) days of discovering the issue;
- b) The Service Provider shall respond within fourteen (14) days and, where appropriate, propose corrective action; and
- c) Available remedies for substantiated deficiencies shall be limited to re-performance, a pro-rata credit, or a partial refund, as mutually agreed.

The Client acknowledges that subjective dissatisfaction, absent demonstrable error, shall not constitute grounds for remedy.

22.2 Informal Resolution

Before initiating formal proceedings, the parties shall attempt to resolve disputes through direct negotiation for thirty (30) days from written notice.

22.3 Mediation

If not resolved through negotiation, either party may initiate non-binding mediation:

- a) By a mutually agreed mediator, or if unable to agree within fifteen (15) days, by a mediator appointed by the local bar association;
- b) With costs shared equally, except each party bears its own attorney fees; and
- c) To be completed within sixty (60) days of mediator appointment.

22.4 Litigation

If mediation is unsuccessful or declined, either party may initiate litigation in accordance with Section 23.

22.5 Statute of Limitations

Any claim arising out of this Agreement must be brought within two (2) years of the date the claiming party knew or should have known of the facts giving rise to such claim, regardless of any longer statutory period.

22.6 Emergency Relief

Either party may seek emergency injunctive relief from any court of competent jurisdiction without first engaging in mediation.

23. Governing Law and Jurisdiction

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States, without regard to conflict of law principles.

23.2 Jurisdiction and Venue

Any legal action shall be brought exclusively in the state or federal courts located in Michigan. Each party irrevocably:

- a) Submits to the exclusive jurisdiction of such courts;
- b) Waives any objection to venue or any claim of forum non conveniens; and
- c) Agrees that service of process may be made by certified mail, return receipt requested, to the address specified for notices, or by any other method permitted under Michigan law.

23.3 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

23.4 Class Action Waiver

Any dispute resolution shall be conducted solely on an individual basis. Neither party shall seek to have any dispute heard as a class action or representative proceeding.

23.5 Prevailing Party Fees

In any action arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and related expenses from the non-prevailing party. "Prevailing party" means the party achieving a substantial portion of its litigation objectives.

PART IX: GENERAL PROVISIONS

24. General Provisions

24.1 Entire Agreement

This Agreement, together with the Schedule of Services and any Change of Service Requests, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications relating to the subject matter.

24.2 Amendments

This Agreement may not be amended except by written instrument signed by both parties. The Service Provider may amend fee schedules upon thirty (30) days' notice, with continued use constituting acceptance.

24.3 Severability

If any provision is held unenforceable:

- a) It shall be modified to the minimum extent necessary to make it enforceable;
- b) If modification is not possible, it shall be severed; and
- c) Remaining provisions shall continue in full force.

24.4 Waiver

Failure to enforce any provision shall not constitute waiver. No waiver shall be effective unless in writing. Acceptance of late or partial payments shall not waive the right to enforce future payments.

24.5 Assignment

The Client may not assign this Agreement without prior written consent. The Service Provider may assign to an affiliate, successor, or in connection with a merger or acquisition without consent. This Agreement binds and benefits permitted successors and assigns.

24.6 Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties. No third party shall have any rights hereunder. This disclaimer applies to the Client's shareholders, members, employees, customers, vendors, creditors, and lenders.

24.7 Relationship of Parties

The Service Provider is an independent contractor. Nothing herein creates a partnership, joint venture, employment, or agency relationship. Neither party may bind the other without express written authorization.

24.8 Notices

All notices shall be in writing and deemed delivered:

- a) Upon delivery, if delivered personally;
- b) Upon confirmed transmission, if by email;
- c) One (1) business day after deposit with overnight courier; or
- d) Three (3) business days after deposit by certified mail, return receipt requested.

Notices shall be addressed to the contact, address and email address designated in the signatures section of this Agreement. Either party may change its notice address by written notice.

24.9 Force Majeure

Neither party shall be liable for delay or failure to perform (other than payment obligations) due to circumstances beyond reasonable control, including natural disasters, war, terrorism, pandemics, government action, labor disputes, power outages, or cyberattacks.

The affected party shall notify the other promptly and use reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) days, either party may terminate affected Services without penalty, except that the Client shall pay for Services rendered prior to the event.

24.10 Survival

The following provisions shall survive termination:

- a) Payment obligations for Services rendered (Sections 15-19);
- b) Confidentiality (Section 8);
- c) Intellectual property (Section 9);
- d) Cybersecurity and technology (Section 13);
- e) Record retention (Section 14);
- f) Indemnification (Section 20);
- g) Limitation of liability (Section 21);
- h) Dispute resolution (Section 22);
- i) Governing law and jurisdiction (Section 23); and
- j) This Section 24.

24.11 Headings

Section headings are for convenience only and shall not affect interpretation.

24.12 Interpretation

This Agreement shall be construed fairly as to both parties regardless of which party drafted any provision.

24.13 Counterparts and Electronic Execution

This Agreement may be executed in counterparts, each deemed an original. Electronic signatures, including those executed via electronic signature platforms, shall have the same legal force and effect as handwritten signatures in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Michigan Uniform Electronic Transactions Act.