***Overview***

This addendum to the engagement letter(s) describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum and the accompanying engagement letter(s) comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter(s) and this *Terms and Conditions Addendum*, the engagement letter(s) will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to [CPA Firm] CPAs LLP ("[CPA]") and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Agreement” mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

***Billing and Payment Terms***

We may require payment of a retainer upon execution of this Agreement. You agree that the retainer will be earned as our professional time to complete the engagement is incurred. The retainer will be applied to the final billing and any unused balance will be refunded at the end of the engagement.

We will bill you for our professional fees and out-of-pocket costs as indicated in the engagement letter. Payment is due in accordance with the terms of the engagement letter. All invoices are due and payable upon presentation. All invoices not paid within 30 days will be subject to a late charge of 1 1/2% per month.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

***Confidentiality***

As required by Rule 301 of the American Institute of Certified Public Accountants’ Code of Professional Conduct and the Gramm-Leach-Bliley Act, we protect the confidentiality of our clients and their customers. We do not disclose any nonpublic information obtained in the course of our practice except as permitted or required by law. In those cases, we stress the confidentiality of such information. In order to guard your nonpublic information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege. In the event that we are requested or authorized by you, or are required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to this engagement, and provided that we are not a party to the legal proceedings, you shall reimburse us for our professional time and expenses incurred in responding to such requests.

Your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communications with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

***Electronic Data Communication and Storage***

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. This often involves sending data, documents and other information, including sensitive tax and financial information. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third- party vendors to do the same.

While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement. You should ensure that your e-mail server and the information stored on your system are secure. We are not responsible for any transmission problems or for the failure of your or any authorized recipient of the information to receive files.

You are solely responsible for (i) notifying the firm of the failure to receive files containing your information so that we may provide a copy in an alternate form; (ii) securing your e-mail server and restricting access to your e-mail in order to maintain confidentiality of the information transmitted; (iii) storing the electronic files containing the information; and (iv) acquiring and maintaining the software needed to open and access the files containing the information.

***Client Portals***

To enhance our services to you, we will utilize *CCH Client Access Portal* a collaborative, virtual workspace in a protected, online environment. *CCH Client Access Portal* permits real-time collaboration across geographic boundaries and time zones and allows [CPA] and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use *CCH Client Access Portal*, you may be required by the portal provider to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of *CCH Client Access Portal* and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of *CCH Client Access Portal*.

While *CCH Client Access Portal* backs up your files to a third-party server, you are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are used solely as a method of transferring data and not intended for the storage of your information.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

***Third Party Service Providers or Subcontractors***

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us in the provision of services to you. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional service or provide support services to our firm.

***Independent Contractor***

When providing services to you, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely the obligations of [CPA], and no partner, principal, employee or agent of [CPA] shall be subjected to any personal liability whatsoever to you or any person or entity.

***Records Management***

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are for our documentation purposes only and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. Professional standards restrict us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm’s record retention policy and any applicable legal and regulatory requirements.

We will retain our workpapers and files on this engagement for a limited time only, which will not exceed seven years from the filing deadline of the returns for any tax year. After that, our workpapers and files will no longer be available. Furthermore, catastrophic events or physical deterioration may result in damage to or destruction of our firm’s records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy. The workpapers and files of our firm are not a substitute for your records.

Working Paper Access Requests by Regulators and Others

State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

***Newsletters and Similar Communications***

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not, by themselves, constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

***Disclaimer of Legal and Investment Advice***

Our services under this Agreement do not constitute legal or investment advice unless specifically engaged to provide investment advice in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

***Referrals***

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, investment advisors or other professionals. We may identify a professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional can meet your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

***Brokerage or Investment Advisory Statements***

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend that you receive and carefully review all statements upon receipt and direct any questions regarding account activity to your banker, broker, or investment advisor.

***Federally Authorized Practitioner – Client Privilege***

Internal Revenue Code §7525, *Confidentiality Privileges Related to Taxpayer Communication*, provides a limited confidentiality privilege applying to tax advice embodied in taxpayer communications with federally authorized tax practitioners in certain limited situations.

This privilege is limited in several important respects. For example, the privilege may not apply to your records, which you are required to retain in support of your tax return, state tax issues, state tax proceedings, private civil litigation proceedings, or criminal proceedings.

While we will cooperate with you with respect to the privilege, asserting the privilege is your responsibility. Inadvertent disclosure of otherwise privileged information may result in a waiver of the privilege. Please contact us immediately if you have any questions or need further information about this federally authorized practitioner-client privilege.

***Limitations on Oral and Email Communications***

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate engagement letter.

***Electronic Signatures and Counterparts***

Each party hereto agrees that any electronic signature intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

***Accounting Advice***

Notwithstanding anything else in this Agreement, it is expressly agreed that to the extent [CPA] provides any form of accounting advice to the you, whether routine, incidental advice or advice specifically delineated within the engagement letter, the advice is solely for your benefit and is not to be relied upon by any other person. As part of any disclosure of such advice, you must inform all such persons to whom the advice or information is disclosed that they may not rely upon [CPA]’s advice without [CPA]’s prior written consent. Any accounting advice reflects professional judgment based on existing authority available and the facts as stated. Subsequent developments could affect previously communicated advice. Unless specifically agreed upon, [CPA] has no obligation to communicate relevant subsequent developments.

***Tax Advice***

Notwithstanding anything else in this Agreement, it is expressly agreed that to the extent [CPA] provides any form of tax advice to you, whether routine, incidental advice or advice specifically delineated within the engagement letter, you may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction that affects its taxes and all materials of any kind (including opinions and/or other tax analyses) that may be provided to you relating to such tax treatment and tax structure. However, because [CPA]’s advice is solely for your benefit and is not to be relied upon by any other person, as part of any such disclosure, you must inform all such persons to whom information is disclosed that they may not rely upon [CPA]’s advice without [CPA]’s prior written consent. Unless specifically agreed to the contrary, any tax advice rendered is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code or applicable state or local tax law provisions. Any tax advice reflects professional judgment based on existing authority available and the facts as stated. Subsequent developments could affect previously communicated advice. Unless specifically agreed upon, [CPA] has no obligation to communicate relevant subsequent developments.

***Standard of Care***

With respect to tax, accounting or any other advice which is outside the agreed upon scope of the engagement that [CPA] may perform during the course of the engagement, [CPA] shall perform those services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services under the same or similar circumstances and conditions. [CPA] makes no other representations, whether expressed or implied with respect to the services rendered hereunder.

***Management Responsibilities***

While [CPA] can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any services that [CPA] provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

**Foreign Funds**

If you have a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding $10,000 in a foreign country, you are required to report such a relationship. Such filing requirements apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporations and by the individual corporate officers with signature authority. If you fail to disclose the required information to the U.S. Department of the Treasury, the failure to disclose may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are required to electronically file the FinCEN Form 114 that is required by the U.S. Department of the Treasury. You are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114.1. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be engaged to prepare or file the FinCEN Form 114 or any of the required disclosure statements.

**Affordable Care Act**

The Affordable Care Act (ACA) has added various new health insurance mandates, penalties and credits. You acknowledge and [CPA Firm] CPAs agree, that we will rely solely on information provided by you to us for the specific returns identified above for the purposes of preparing your 2019 tax returns and have provided no advice regarding your eligibility for any credits, estimates of any payments or estimates of any penalties under the ACA, all of which would require a separate written engagement letter for those purposes.

***Conflicts of Interest***

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

***Mediation - Dispute Resolution***

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (AAA) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator shall be designated by the AAA. The mediation will be conducted in Massachusetts.

The mediation will be treated as a settlement discussion and, therefore, all conversations during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

If mediation fails to resolve the dispute or claim, the parties hereby agree to submit any action, claim or counterclaim whether based in contract, tort, statutory rights or otherwise to the Courts of the Commonwealth of Massachusetts. The parties also agree that the laws of the Commonwealth of Massachusetts shall govern all legal proceedings arising from this engagement.

***Limitation of Liability (Private Company Engagements Only)***

With respect to any services, work product, or other deliverables hereunder, or this Agreement generally, [CPA]’s liability for all claims, damages, and costs arising from this Agreement shall in no event exceed the fees paid by you to [CPA] for services rendered under this Agreement. Notwithstanding anything to the contrary in this Agreement, [CPA] shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature.

***Indemnification (Private Company Engagements Only)***

*The following is applicable to audit and attest engagements only:* You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

*The following is applicable to non-attest engagements only:* You agree to indemnify, defend, and hold harmless [CPA] and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the [CPA].

***Designation of Venue and Jurisdiction***

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including its principles of conflicts of law, and the parties hereby irrevocably and unconditionally agree to submit to the jurisdiction of the state and federal courts of the Governing State. The parties also irrevocably and unconditionally agree that the state and federal courts of the Commonwealth of Massachusetts shall be the exclusive venue for any litigation between them.

***Proprietary Information***

You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

***Statute of Limitations***

You agree that any claim arising out of this Agreement shall be commenced within one year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings or litigation against [CPA].

***Termination and Withdrawal***

You may terminate this engagement at any time. We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

***Assignment***

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties’ successors and assigns, subject to applicable laws and regulations.

***Third Party Beneficiaries***

Nothing contained in this Agreement shall be construed to give any other person other than the parties to this Agreement any legal or equitable relief, remedy or claim under or with respect to this Agreement.

***Severability***

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

***Entire Agreement***

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompass the entire Agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.