

Pearson & Cmerek, PC

Certified Public Accountants

SBA Paycheck Protection Program Engagement

Thank you for the opportunity to assist you in this matter. The purpose of this letter is to document our understanding of the professional services to be provided by Pearson & Cmerek, PC (the "Firm"). The following paragraphs outline the terms and conditions of our SBA Paycheck Protection Program Engagement (the "Engagement").

Nature, Purpose and Objective

The objective of the Engagement is to assist you in assembling documentation and financial data for your completion of loan forms and required schedules with regards to the application of the Paycheck Protection Program loan. While we might recommend a certain lender given our level of familiarity and experience, you are encouraged to seek all lending options.

Scope of the Engagement

The Firm will not perform bookkeeping functions for the completion of the Engagement. The Firm will not be an agent. Specifically, we will compile financial data to arrive at the payroll costs calculation; it is your responsibility to complete and execute the loan application.

The SBA Paycheck Protection Program has a loan forgiveness component; this Engagement does not include assisting with the loan forgiveness process. Should you require this assistance in the future, a subsequent engagement will be entered into.

Limitations of the Engagement

The Firm cannot guarantee loan commitment by a lender, and cannot guarantee loan terms including loan amount, interest rate or length of loan.

Project Staffing and Timing of Completion

Nick Cmerek, CPA, will have primary responsibility for the completion of the Engagement. He will be assisted by members of the Firm.

We will begin work on the project at a mutually agreed upon date and expect to complete the Engagement within 5 days from the receipt of this signed engagement letter and all of materials in our information request list. If it appears at any time that our completion date will vary materially from the estimated timeframe, we will notify you immediately.

In connection with this Engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this Engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Project Fee and Billing

The fee for this Engagement is estimated to be \$750. If, at any time, it appears that our fees will vary materially from this estimate, we will notify you before proceeding. Payment of our professional fees and expenses is not contingent upon our findings or on the outcome of any action.

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We request a retainer in the amount of \$750 prior to the commencement of our work, which will be applied to our published hourly rates. We may submit periodic statements to you for fees incurred to date as our work progresses. All statement amounts are payable upon receipt. Our fee schedule is available here-

Whenever possible, we will leverage the cost-efficiency of qualified tax associates and staff accountants to compile and assemble the necessary information. We are not acting in an agency capacity; rather we providing the information necessary for your completion of the loan application.

In the event that we are consulted by the Trustees, your legal counsel, accountants, advisors or administrators, any material time spent by us outside the Engagement will be invoiced at our standard hourly rates. We will consult with you for approval prior to incurring any material fees in relation to such matters.

Your Responsibilities

You agree to provide promptly, upon request, all financial and non-financial information and documentation deemed necessary by us in connection with the Engagement. Management will represent and warrant that all information and documentation provided is true, correct and complete to the best of your knowledge and belief. Management hereby agrees that we may rely upon such information and documentation without independent investigation or verification. You are primarily responsible for the accuracy and fair statement of any of the information provided to us by the Company throughout the Engagement. Our services cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist.

Limitation of Liability

Our maximum liability relating to the services rendered under this proposal (regardless of form of action, whether in contract, negligence, strict liability in tort or otherwise) shall not exceed the amounts paid to us for the portion of its services or work products giving rise to the liability. In no event shall we be liable for consequential, special, incidental, indirect, exemplary or punitive loss, damage, or expenses (including but not limited to client loss of time, lost profits, money of goodwill, opportunity costs, etc.) even if we have been advised of their possible existence.

Limitation of Action

No action, whether based on contract, product liability or tort, including any action based on negligence, or any other legal theory arising out of the performance of this Engagement, may be brought by either party more than two (2) years after the party knew or should have known of the breach or damage (whichever is first), except that an action for non-payment may be brought within two (2) years of the date of the last payment.

Indemnification

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this Engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations. In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this Engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

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Termination

You or the Firm may cancel this Engagement at any time by any form of written or electronic notice. If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.

Record Retention Policy

In accordance with Pearson & Cmerek, PC's current record retention policy, we will retain our work papers and copies of your financial reports and other records for the engagement for seven years. We will provide you copies of all reports prepared that should be a part of your books and records. If you should need replacements, we will provide additional copies which might incur additional costs to you. All of your original records will be returned to you upon request only. After seven years, our records pertaining to this engagement will no longer be available. Physical deterioration or catastrophic events may shorten the term during which our records will be available. The work papers and files of our firm are not a substitute for your original records. It is agreed and understood that in connection with the performance of our engagement, the work papers prepared by us will remain property of Pearson & Cmerek, PC.

Privacy Policy

This is being furnished to you as required by the Gramm-Leach-Bliley act of 1999, which addresses in part the protection of individuals' privacy. This is the annual notice required by law.

Pearson & Cmerek, PC treats any information concerning our clients and former clients with strict confidentiality. Consistent with that policy, we restrict access to nonpublic personal information concerning you to staff members who must have it in order to provide you the products and services for which you have retained us. We do not disclose any personal or confidential information to anyone else without your express permission to do so, except as permitted or required by law. In addition, we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We may disclose any of your nonpublic personal information that we collect about our customers, former customers to our affiliates or to non-affiliated third parties as permitted by law. This policy will continue.

Thank you for permitting us to be of service. We value our relationship with you and hope you view us as your most trusted advisor. We will work to continue earning that trust.

The engagement terms described in this letter are acceptable and hereby are agreed to. We also agree to the record retention and privacy policies set forth in this letter. Accepted by:

Name of Managing Member, Owner, Tax Matters Partner, or President

Signature

Business entity

Date

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