



General Service Terms

Our Responsibilities

The objective of our engagement is to use our expertise to provide the agreed-upon services as outlined in this engagement letter. This includes, but is not limited to, accounting, financial reporting, payroll, tax preparation, compliance, advisory, and other services, without undertaking to obtain or provide assurance or guarantees regarding the completeness or accuracy of the information provided to us.

We are not required to, and will not, independently verify the accuracy or completeness of the information you provide or gather evidence for the purpose of expressing an opinion or conclusion on financial, tax, or other matters. Accordingly, we will not express an opinion, conclusion, or assurance on the deliverables provided through this engagement.

Our services are not designed to detect errors, fraud, or illegal acts. However, if material issues, including fraud or illegal acts, come to our attention during the normal course of our work, we will inform you, unless such matters are clearly inconsequential. Please note, we do not have a responsibility to identify or communicate deficiencies or weaknesses in your internal controls as part of this engagement.

Management Responsibilities

The engagement to be performed is based on the understanding that management acknowledges and accepts the following responsibilities, which are fundamental to the provision of all services outlined in this engagement letter, including but not limited to accounting, financial reporting, payroll, tax preparation, compliance, advisory, and other services:

- Ensuring the selection and application of appropriate frameworks, methodologies, and practices relevant to the services provided (e.g., income tax basis of accounting for financial statements).
- The preparation, presentation, and accuracy of any financial records, documents, or data necessary for the successful execution of the services.
- The design, implementation, and maintenance of internal controls relevant to the services provided, including controls to prevent and detect fraud.
- Ensuring compliance with applicable laws, regulations, and standards that impact the business or its operations.
- Providing complete, accurate, and timely records, documents, explanations, and other information, including significant judgments and assumptions, necessary for the engagement.

Additionally, you are responsible for:

- Granting access to all relevant information, such as records, documentation, and other materials necessary for us to fulfill our responsibilities.
- Providing additional information or clarification as requested to complete the services outlined in this engagement.
- Allowing unrestricted access to personnel within the Company for inquiries or collaboration as required.

You are also responsible for all management decisions related to the services provided, designating an individual with suitable skills and knowledge to oversee our work, evaluating the adequacy of the services performed, and accepting responsibility for the results and outcomes.



Confidentiality

All information obtained in the course of performing our agreed professional services, including but not limited to statements, records, schedules, working papers, memorandums, reports, and all other documents and work product prepared by BeanLab, will be considered confidential matters not to be disclosed to any other person or entity without your prior written permission, unless otherwise required pursuant to professional standards, statutory or regulatory authority, or court order. This obligation of confidentiality does not apply to information that was in the public domain at the time of communication or that becomes public through no fault of BeanLab.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. BeanLab does not provide legal advice, and any incidental attorney-client privilege afforded to CPA communications is limited by applicable law. Communications solely concerning the services above may not be privileged, and we will disclose such information if required by law, regulation, or professional ethics.

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 unintended third parties, we cannot guarantee or warrant the security or proper delivery of email communications. Therefore, we specifically disclaim any liability for interception or unintentional disclosure of emails. If you do not wish to receive communications via email due to these risks, you must notify us in writing and provide an alternative secure communication method.

It is our policy to retain records related to this engagement for seven years. However, BeanLab does not keep any original client records; such records will be returned to you at the completion of services. Any records retained by BeanLab pertain to our work product only. You are solely responsible for retaining and safeguarding your original records for future use, including audits or regulatory examinations.

BeanLab shall not be held liable for any unauthorized access or misuse of client-provided information by third parties outside of our direct control, provided that BeanLab has adhered to reasonable confidentiality and security practices.

Third Parties

We may, from time to time, use third-party service providers in connection with the services. These providers will not make critical or strategic decisions regarding your services, as these remain solely under BeanLab's oversight. While we take reasonable steps to ensure confidentiality through agreements with these providers, BeanLab is not liable for breaches of confidentiality caused by third-party providers outside of our direct control. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your information and ensure that such third-party providers have appropriate procedures in place to prevent unauthorized disclosure.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We will notify you in advance of any anticipated costs related to compliance. For all such requests, we will observe the confidentiality requirements of our profession and will notify you promptly upon receiving such a request, unless prohibited by law or regulation.

Liability and Claims

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of this engagement will be limited to the amount of our fees actually received from you for this engagement, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards.



Our liability as accountants shall be limited to the period covered by our engagement and shall not extend to the later periods for which we are not engaged as accountants. You also agree to indemnify and hold us harmless against any damages, costs, expenses or fees arising out of any claims by third parties related to our provision of services under this engagement agreement, provided that the company will have no indemnity obligation to the extent that a court of competent jurisdiction finds that any third party liability was caused by our gross negligence or willful misconduct in connection with the services performed hereunder. You acknowledge and agree that in no event shall we be liable for any incidental, indirect, punitive, special or consequential damages related to the services provided under this engagement agreement.

If any dispute, controversy, or claim arises in connection with the performance or breach of this engagement letter, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within 60 days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Adjusting Service Rates

BeanLab reviews its service rates annually, which may result in adjustments to the cost of the agreed-upon services listed in this engagement letter. In the event of a rate change, BeanLab will contact the client to arrange an Engagement Update. If the client does not complete the Engagement Update within 30 days of the initial outreach, BeanLab reserves the right to update the service engagement and, therefore, the monthly billed amount to reflect the new service rates.

Additional Billable Time

The time listed in the service agreements represents a prepaid allocation toward the total time required to complete the service. If additional time is necessary to complete the service beyond the prepaid amount, BeanLab reserves the right to bill the client for the additional time at the current service rate applicable to the specific service.

Other Service Fees

Given the evolving nature of business needs, you have the option to request additional services beyond those specified in this engagement letter at a later date. If you do not request a fee estimate upfront, we will proceed with the additional service and bill accordingly. In some cases, separate engagement letters may be issued to outline the mutual obligations involved in these additional services.