



Peter Holtz CPA

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Peter Holtz CPA, Inc. (“Firm” or “Us” or “We”) is pleased to provide this Fixed Price Service Terms and Conditions to (“Client” or “You”). These Terms and Conditions explain our Fixed Price Service Model, what is included, what is not included, billing procedures, and our terms of service concerning the program. After you review these Terms and Conditions, please feel free to contact us with any questions or clarification regarding these Terms and Conditions. If acceptable, please electronically sign this document and return it to sales@peterholtzcpa.com. Upon Your signature, these Terms and Conditions shall become the binding Agreement between Client and Peter Holtz CPA, Inc. for the services and terms identified in this document.

TERMS OF SERVICE

The proposed services and pricing mentioned in Sections 1 and 2 are offered subject to the following Terms of Service. Your signature below shall serve as an agreement to these Terms of Service and these Terms and Conditions shall become a binding Agreement between Client and Peter Holtz CPA, Inc. (“Agreement”).

A. SERVICE REQUESTED OUTSIDE THE SCOPE OF SERVICES

While Your Fixed Price Service entitles you to unlimited communications with Us, if your question or issue requires additional research and analysis beyond the Scope of Service contained in this Agreement, any additional work will be quoted to You before the commencement of such additional work. Once the scope of the additional work is agreed to, Peter Holtz CPA, Inc. will issue a Change of Service Request via our online Terms and Conditions system and will require Your signature, authorizing the work before we provide the additional service.

In situations where pricing for a specific service (e.g. tax preparation) is unknown before receiving and reviewing Your records and documents, We will quote You a minimum fee for the service. Once We have had the opportunity to assess Your records, we will provide You with a good-faith estimate as to the final cost of the service.

Under certain circumstances, Peter Holtz CPA, Inc. may require that Your requested services be handled on an hourly basis. These circumstances may include, but are not limited to, situations where the scope of work is novel or unique, difficult to define, or situations where Peter Holtz CPA, Inc. is dependent on the cooperation of third-party persons or entities to accomplish the service You requested (e.g. tax resolution). In such situations, We will offer an estimate based on an hourly rate and inform You of the amount of time used before issuing a final bill and collecting payment.

B. BILLING PROCEDURES AND PAYMENT TERMS



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All recurring services shall be billed once per week. We will send the Client an invoice for the recurring services. All invoices are due on receipt. The day following the invoice, You authorize Us to satisfy the invoice via Automatic Clearing House (“ACH”) payment following Section 3H below.

For all non-recurring services, we will quote you a price range for the non-recurring service upfront. Upon completion of the non-recurring service, we will send an invoice for the final amount. All invoices are due on receipt.

All payments made by Client to Us via credit card shall incur a 3.00% service charge on the total credit card payment amount. Payments made via ACH shall not incur a service charge.

All overdue and/or delinquent balances owed to Peter Holtz CPA, Inc. by Client shall incur a finance charge of 1.50% per month. Should arbitration become necessary to collect any unpaid amounts owed to Peter Holtz CPA, Inc. by Client, Client agrees to pay Peter Holtz CPA, Inc.’s reasonable attorneys’ fees and costs associated with the arbitration.

From time to time, but not more than once per year, Peter Holtz CPA, Inc. may change the availability of services and/or the price for services contained in this Agreement. Peter Holtz CPA, Inc. shall provide the Client with thirty (30) days advance written notice of the change. At this time, the Client may accept the change via a Change of Service Request or terminate this Agreement.

C. OWNERSHIP OF DOCUMENTS/RECORDS

Client shall retain ownership of its books, records, or other data, whether in written or digital form which has been provided to Us by Client and within the meaning of Title 16, California Code of Regulations §68.

Peter Holtz CPA, Inc. retains ownership of its working papers. “Working Papers” are Peter Holtz CPA, Inc.’s records of the procedures applied, the tests performed, the information obtained, and the pertinent conclusions reached in an audit, review, compilation, tax, special report, or other engagement. They include, but are not limited to, audits of the other programs, analyses memoranda, letters of confirmation and representations, abstracts of company documents, and schedules or commentaries prepared or obtained by Us. The form of working papers may be handwritten, typewritten, printed, photocopied, photographed, computer, data, or other letters, words, pictures, sounds, symbols, or any combination thereof under Title 16, California Code of Regulation §68.1(a).

D. CLIENT RESPONSIBILITIES

Client shall keep Peter Holtz CPA, Inc. reasonably informed as to changes affecting the services provided to Client under this Agreement. Client shall respond to inquiries from Peter Holtz CPA, Inc. in a



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reasonable time frame. Client shall not withhold relevant information or knowingly provide false or misleading information to Peter Holtz CPA, Inc. Client represents and warrants that the information provided to Peter Holtz CPA, Inc. is reliable, accurate, complete, and truthful to the best of Client's knowledge. The client agrees to provide Us with reasonable access to relevant individuals and documents.

E. CONFIDENTIALITY / NON-DISCLOSURE

The CPA/Client relationship is one of mutual trust and confidence. Under Title 16, California Code of Regulation §54.1, Peter Holtz CPA, Inc. shall not disclose Client's confidential information without the prior written consent of Client, except under the circumstances specifically enumerated in §54.1(a)(1)-(7).

F. DESIGNATION OF CLIENT CONTACT(S)

Client shall identify one or more authorized contacts with whom Peter Holtz CPA, Inc. is authorized to communicate within the performance of the services contemplated in this Agreement. Client shall provide Peter Holtz CPA, Inc. with the name(s), telephone number(s) and e-mail address(es) for the contacts and shall keep the contact information up-to-date with Peter Holtz CPA, Inc. Client expressly authorizes Peter Holtz CPA, Inc. to communicate via the e-mail addresses and telephone numbers provided by Client for its designated contact(s) and Client expressly authorizes Peter Holtz CPA, Inc. to obtain information from and share information with, Client's designated contact(s).

G. ELECTRONIC COMMUNICATION WITH CLIENT CONTACTS

These terms and conditions apply to all electronic mail ("e-mail") and Short Messaging Service text messages ("SMS") sent between You and Us. These messages can be recurring or one-time messages.

You authorize Us to communicate with Your Designated Contact(s) via e-mail and SMS text messages (collectively "Messages") regarding Your profile and/or account from Us. The number, frequency, timing, and content of the Messages will vary depending on Your account activity and the Messages You request. Peter Holtz CPA Inc. may modify, discontinue, or suspend alerts at any time without notice.

By providing Peter Holtz CPA Inc. with Your e-mail address(es) and mobile phone number(s), You are giving Us Your PRIOR EXPRESS CONSENT to contact You at the e-mail address(es) and mobile phone number(s) that You provided for purposes of transmitting the Messages. Message and data rates may apply from Your wireless carrier and/or internet service provider.



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Messages may not be delivered, or may be delayed, if Your mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of Peter Holtz CPA Inc., the wireless carrier or internet service provider may interfere with message delivery, including Your equipment, terrain, and proximity to buildings, foliage, and weather. Peter Holtz CPA Inc. makes NO GUARANTEES that Messages will be delivered and Peter Holtz CPA Inc. shall not be liable for any delayed, miss-delivered, or undelivered messages.

YOU AGREE THAT YOUR USE OF AND ACCESS TO THE MESSAGES ARE AT YOUR SOLE RISK. THE MESSAGES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, PETER HOLTZ CPA, INC. SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED RELATED TO THE MESSAGES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.

PETER HOLTZ CPA, INC. DOES NOT REPRESENT OR WARRANT THAT THE MESSAGES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF AND ACCESS TO THE MESSAGES WILL BE UNINTERRUPTED, ERROR-FREE, OR INSTANTANEOUS, OR THAT DEFECTS IN THE MESSAGES CAN OR WILL BE CORRECTED.

IN NO EVENT SHALL PETER HOLTZ CPA, INC. BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS, REVENUES, OR OTHER FINANCIAL LOSSES OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

PETER HOLTZ CPA, INC. SHALL NOT BE LIABLE IF THE MESSAGES (OR ANY PART THEREOF) CANNOT BE PROVIDED OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR DELIVERY PROBLEMS, OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

H. AUTHORIZATION FOR ACH PAYMENTS

You hereby authorize Peter Holtz CPA, Inc. to deduct funds at the financial institution listed below to pay Peter Holtz CPA Inc. for services provided via Automated Clearing House ("ACH") payment. You understand that this authorization will be in effect until you notify Peter Holtz CPA, Inc. in writing that You no longer authorize the deductions. In such event, all outstanding balances owed to Peter Holtz CPA, Inc. by you shall become immediately due and payable. Should any ACH deduction be declined for insufficient funds, you agree to pay Peter Holtz CPA Inc. an insufficient funds fee of \$25.00 for each ACH deduction that is declined.



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I. TERMINATION

Upon termination of this Agreement, all fees owed to Peter Holtz CPA, Inc. shall become immediately due and payable by Client. Client authorizes Peter Holtz CPA, Inc. to facilitate a closing ACH payment to satisfy the outstanding fees owed at the time of termination.

Upon termination of this Agreement, and the written request of Client, Peter Holtz CPA, Inc. shall return all of Client's books, records, and other data, whether written or digital in accordance with Title 16 California Code of Regulations §68. Peter Holtz CPA, Inc. reserves the right, but not the obligation, to retain copies of all Client's books and records.

Client shall not be entitled to the return of Working Papers generated or developed by Peter Holtz CPA Inc. unless such Working Papers include records which would ordinarily constitute part of Client's book and records and are not otherwise available to Client in accordance with Title 16 California Code of Regulation §68.

J. INDEMNITY

To the fullest extent permitted by law, Client agrees to indemnify, save, and defend Peter Holtz CPA, Inc., its officers, directors, shareholders, employees agents, and insurers from any claims, demands, liabilities, judgments, causes of action, administrative actions, awards, levies, fines or costs (including reasonable attorneys' fees) whatsoever arising out of or related to the negligence of Client, intentional misconduct of Client, breach of this Agreement by Client, or breach of any representation or warranty made by Client in this Agreement. This provision shall survive termination of this Agreement.

K. ALTERNATIVE DISPUTE RESOLUTION

Any dispute between You and Us arising out of or related to this Agreement shall first be submitted to non-binding mediation and negotiation between executives who have the authority to settle the controversy. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Should good faith negotiations and/or mediation fail to resolve the dispute, the Parties agree that the matter will then proceed to binding arbitration.

Any dispute, claim, or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before a single arbitrator.



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The arbitrator shall have a minimum of ten (10) years of active practice in tax law. The arbitration shall be administered by JAMS according to its Comprehensive Arbitration Rules and Procedures.

Judgment on the Award may be entered in any court having jurisdiction thereof. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court having appropriate jurisdiction.

This Agreement and the rights of the parties hereunder shall be governed by and in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

In any arbitration arising out of or related to this Agreement, the arbitrator shall not be empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

In any arbitration arising out of or related to this Agreement, the arbitrator shall award the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

L. CHOICE OF LAW

This Agreement shall be governed by and in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

M. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any arbitrator or court of competent jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

N. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format ("PDF") by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart has been delivered to the other party in person.



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O. WAIVER

The failure or forbearance of either Party to enforce any right or claim against the other Party shall not be deemed a waiver by either Party of such right or claim or any other right or claim hereunder. The waiver by a Party of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

P. ENTIRE AGREEMENT

This Agreement, and any attachments thereto, represent the entire understanding of the parties thereto. No other inducements, promises, or documents, whether written or verbal, whether prior or contemporaneous to the execution of this Agreement, are part of this Agreement.

Q. CONFIDENTIALITY

This Agreement, including pricing and the terms hereof, shall remain confidential among the Parties. Neither Party shall disclose the terms of this Agreement to any third party nor provide a copy of this Agreement to any third party without the express written consent of the other Party. Nothing shall preclude a party from disclosing the terms of this Agreement according to a valid subpoena.

4. ACKNOWLEDGEMENT AND ACCEPTANCE

By affixing my digital signature to this Terms and Conditions, I accept all terms and conditions contained herein and I ACKNOWLEDGE THAT THIS DOCUMENT IS A BINDING AGREEMENT BETWEEN CLIENT AND PETER HOLTZ CPA, INC.