



March 10, 2025

PRIVATE & CONFIDENTIAL

Dear Client:

Katalyst Chartered Professional Accountants (the "Firm" or "we") is pleased to have been engaged by you. This letter summarizes the Firm's understanding of our engagement for the taxation period ending December 31, 2024. This letter also outlines the terms, nature and scope of the tax services the Firm will be providing (the "Engagement").

TAX SERVICES

We agree to perform the following tax services (the "Services"):

- Preparation of the T1 income tax return(s) ("T1 Return") for the taxation period ending December 31, 2024 for you (and your family).

In addition to the various schedules required to support the computations applicable to the T1 Return, all taxpayers are required to disclose whether or not they own specified foreign property with an aggregate cost in excess of \$100,000 CAD. We will discuss this requirement with you and, where applicable, you will provide us with a list of such properties, in sufficient detail to allow us to complete the T1135 Foreign Income Verification Statement required to be filed as part of the T1 Return. If you choose not to engage the Firm to prepare this form for you, you will notify the Firm in writing.

We will complete the agreed-upon Services for the taxation period ending December 31, 2024, and any services related to a prior or subsequent taxation year will not be within the scope of this Engagement.

We will complete the Services based solely on information provided by you. You will provide all requested information necessary to complete the Services in acceptable format and in a timely manner. The correctness and completeness of the information provided by you will be of critical importance to the Services. In some cases, assumptions may also have to be made in terms of future events or facts. We will review all material assumptions made with you so that you can confirm that these assumptions are valid.

We will not audit, review or otherwise verify the accuracy of this information. While we will review the completed T1 Return [*and other tax filings*] with you, it is your responsibility to ensure the accuracy and completeness of the information therein. It is your responsibility to properly record and, where applicable, retain supporting documentation for all transactions. The Firm's Services do not include any procedures designed or intended to discover misrepresentations or illegal acts and we have no responsibility to do so.

We will not be responsible for (i) any penalties, additional taxes or interest that could arise from inaccurate, late or underpaid tax returns or (ii) the disallowance of any deductions, exemptions or exclusions or the taxation of any unreported income, or any resulting taxes, interest or penalties on your tax return.

We will review the completed T1 Return [*and other tax filings*] with you. Upon completion and approval of the T1 Return [*and other tax filings*] we will require you to sign a consent form (T183) to authorize submission of the T1 Return [*and other tax filing*] to the taxation authority.

CONFIDENTIALITY

The Firm confirms its duty of confidentiality and professional secrecy with respect to all client affairs. Accordingly, except for information that is in the public domain, the Firm will not provide any third party with confidential information concerning your affairs without your prior consent, unless required or expressly authorized to do so by law, court order, professional or regulatory authority or by the Code of Professional Conduct/Code of Ethics, as applicable in the Province of British Columbia.

In order to complete the Firm's Engagement, the Firm will require access to certain information about you and as may be required to perform the Services, other identified individuals ("personal information"). By engaging the Firm, you agree to provide the personal information required for the Firm to complete this Engagement. You hereby represent to the Firm that you have obtained all consents that are required for the Firm's collection, use, disclosure, storage, transfer and process of personal information of such other identified individuals under applicable privacy legislation and professional regulation. The Firm will manage all personal information in compliance with the firm's Privacy Statement.

ELECTRONIC COMMUNICATIONS

In performing the Services, we will send messages and documents electronically. As such communications can be intercepted, misdirected, infected by a virus, or otherwise used or

communicated by an unintended third party, we cannot guarantee or warrant that communications from the Firm will be properly delivered only to the addressee. Therefore, the Firm specifically disclaims, and you release the Firm from, any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by the Firm in connection with the performance of this Engagement. In that regard, you agree that the Firm shall have no liability for any loss or damage to any person or entity resulting from such communications, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues or anticipated profits).

If you do not consent to the Firm's use of electronic communications, please notify the Firm in writing.

OWNERSHIP

The working papers, files, other materials, reports and work created, developed or performed by the Firm during the course of the Engagement are the property of the Firm, constitute the Firm's confidential information and will be retained by the Firm in accordance with the Firm's policies and procedures. Notwithstanding the foregoing, you may examine any document relating to you in the Firm's file upon reasonable notice and obtain a copy of such document, unless the Firm is authorized by law to refuse access to the information contained therein.

The Firm retains the copyright and all intellectual property rights in any original materials provided to you.

INDEMNITY

To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify, defend and hold harmless the Firm (and its partners, employees, contractors and agents) from and against all losses, costs (including solicitor's fees), damages, expenses, claims, demands and liabilities ("Losses") arising out of or in consequence of a third-party claim due to (a) a misrepresentation by you, or (b) the Services, unless and to the extent that such Losses are found by a court of competent jurisdiction to have been due to the Firm's gross negligence or intentional misconduct.

LIMITATION OF LIABILITY

You agree that any and all claims you may have against our firm or its professional staff arising out of all services provided to you by us, whether in contract, negligence, or otherwise known to the law, shall

be regarded as one claim and any liability to you shall be limited to the amount of fees collected in the twelve (12) months preceding the date of the claim.

You expressly agree that any liability our firm may have to you shall not be joint and several with any other party, but shall be several, and limited to the percentage or degree of your fault in proportion to the fault or wrongdoing of all persons who contributed to the loss.

You agree that our liability for all claims you may have or bring in connection with the professional services rendered arising out of or ancillary to this agreement shall absolutely cease to exist after a period of four (4) years from the date of:

- a. Performance of this engagement;
- b. The completion of the preparation of any tax filing with any government authority;
- c. Suspension or abandonment of this engagement; or
- d. Termination of our services pursuant to this agreement

whichever shall occur first, regardless of whether you were aware of the potential for making a claim against us within that period. Following the expiration of the aforesaid period, you agree that neither you, your agents or assigns shall make any claim or bring any proceeding against us.

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 standard hourly rates then existing 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.

TIME FRAME

We will use all reasonable efforts to complete the Services as described in this letter within the agreed-upon time frames.

However, the Firm shall not be liable for failures or delays in performance that arise from causes beyond its reasonable control, including any delays in the performance by you of your obligations.

FEES

The Firm's professional fees will be based on the Firm's regular billing rates plus any direct out-of-pocket expenses and applicable GST/HST and provincial sales tax. These fees are for the completion of the Services only and any services required further to the Services, such as discussions or correspondence with, or an audit by, the Canada Revenue Agency, are not covered under this Engagement and will constitute a separate engagement as arranged with you at that time.

BILLINGS

The professional fees and expenses are payable upon delivery of the completed T1 Return [*and other tax filing*] to you. Interest at 7% per annum will be charged on invoices outstanding for more than 15 days. The Firm reserves the right to suspend its Services or to withdraw from this Engagement in the event that any of the Firm's invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to the Firm, you agree to reimburse the Firm for its costs of collection, including lawyers' fees.

TERMINATION

Subject to compliance with applicable law and the Code of Professional Conduct, either party may terminate this Engagement at any time upon written notice of such termination to the other party [*not less than 14 calendar days before the effective date of termination*]. Upon termination of this Engagement, the Firm will invoice you for any unbilled fees and expenses. Further, you agree to pay your account to the date of termination upon receipt of the Firm's invoice. The provisions of this Engagement, which provide rights or obligations beyond its termination, shall continue indefinitely following termination, including Indemnity and Billing.

GENERAL

This Engagement will be subject to and governed by the laws of the Province of British Columbia and the federal laws of Canada where applicable. Any disputes arising from this Engagement shall be subject to the exclusive jurisdiction of the courts of Vancouver, British Columbia. You agree that any dispute that may arise regarding the Services or the meaning or performance or enforcement of this letter will, prior to resorting to litigation, be submitted to mediation.

This letter forms the entire agreement that will govern the Engagement. The terms and conditions of this letter supersede any prior oral or written representations or commitments by or between the

parties. Any changes or additions to the terms or conditions set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by both of the parties.

We would be pleased to discuss the contents of this letter with you at any time, particularly if your requirements change, and to explain the reasons for any items. If the above terms are acceptable to you, and the Services outlined are in accordance with your requirements, please sign the copy of the letter in the space provided and return it to us.

We appreciate the opportunity to be of service to you.

Yours truly,

Jack Huang

Katalyst Chartered Professional Accountants

The Services set out in the foregoing letter are in accordance with my requirements. The terms set out are acceptable to me and are hereby agreed to.

Per: _____
(Signature) (Name) (Date)

Per: _____
(Signature) (Name) (Date)

Per: _____
(Signature) (Name) (Date)

Per: _____
(Signature) (Name) (Date)