

GENERAL BUSINESS TERMS
Growth Management Group, LLC

- A. **Services.** It is understood and agreed that Growth Management Group, LLC (hereinafter referred to as “GMG”) services frequently include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of Client. In connection with its services, GMG shall be entitled to rely on all representations, decisions, and approvals of Client and his representatives and agents. Client understands and acknowledges that neither GMG nor its employees, agents or representatives are providing legal services in connection with this agreement.
- B. **Payment of Invoices.** GMG invoices are payable and due upon receipt. Without limiting its rights or remedies, GMG shall have the right to terminate its services and / or withhold the “product deliverable” until payment is received on all invoices. Should invoices not be paid within ten (10) days from the date of said invoice, GMG will charge an additional 1 ½% of such outstanding invoice for each thirty day period that elapses once payment is due; this is limited to 18% per annum. If the client fails to adhere to any portion of this provision, the audit defense provision as stated in the above agreement will be deemed to be null and voidable at GMG sole discretion.
- C. **Limitation on Damages.** Client agrees that GMG and its personnel shall not be liable to Client or any related parties for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid to GMG by Client. In no event shall GMG or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise.
- D. **Termination.** If Client terminates GMG services, Client shall pay to GMG all invoices outstanding for fees and expenses incurred within seven (7) days of the effective date of termination.
- E. **Termination Fee.** Separate from the retainer fee, in the event that Client terminates the Agreement, for any reason, prior to completion of the Services called for therein, the Client will pay GMG a termination fee in the amount of Five Thousand Dollars.
- F. **Duty to Cooperate.** GMG relies upon the documentation, representations and other factual information provided by Client to implement and defend (in the event of audit) the Study. If it is determined that the documentation, representations or other factual information provided by Client are false or if Client fails to cooperate with GMG during the implementation or defense of the study, then any representations or warranties provided by GMG in this agreement, save for fees due and payable to GMG, will be deemed to be null and voidable at GMG sole discretion.
- G. **Third Parties and Internal Use.** Except as otherwise agreed, all services hereunder shall be solely for Client’s internal purposes and use, and this engagement does not create privity between GMG and any person or party other than Client. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other services of GMG.
- H. **Information and Data.** GMG shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and his representatives provide to GMG. All assumptions, representations, information and data to be supplied by Client and his representatives will be complete and accurate to the best of his knowledge.

- I. **Based on Current Tax Laws.** Client's understanding that any tax assistance provided pursuant hereto will be based upon the law, regulations, cases, rulings and other tax authority in effect at the time specific tax assistance is provided. If there are subsequent changes in or to the foregoing tax authorities (for which GMG shall have no specific responsibility to advise you), Client acknowledges that such changes may result in that tax assistance being rendered invalid or necessitate (upon Client's request) a reconsideration of that prior tax assistance.
- J. **Subject to Review.** Client's understanding and agreement that the results of GMG tax assistance may be audited and challenged by the IRS and other tax authorities, who may not agree with our positions. We believe that this claim for refund will receive substantive review from the IRS. In this regard, Client understands that the result of any tax assistance is not binding on the IRS, or other tax authorities or the courts and should never be considered a representation, warranty, or guarantee that the IRS or the courts will concur with our advice or opinion.
- K. **Governing Law and Severability.** These terms, and the engagement letter to which these terms are appended, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Furthermore, the parties agree that any action brought by either party shall be brought and prosecuted within the jurisdiction of the state courts located in Harris County, Texas, and the parties consent to the jurisdiction of the state courts located in Harris County, Texas. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.
- L. **Standard Hourly Rates.** GMG standard hourly rates vary based upon the background, expertise and experience of the individual providing the service. Rates per hour generally vary as follows: Partners (\$1,500); Senior Managers (\$950); attorneys (\$250 to \$500); engineers/chemists/software specialists/biologists/other scientific expertise (\$250 to \$600); Project Managers (\$350); Tax Associates (\$550); Senior Tax Associates - Directors (\$850); and paralegals/administrative staff (\$75). In some cases, GMG may elect to charge Client its standard blended hourly rate of \$350/hour. Further, Client understands and agrees that GMG shall bill Client in minimum of quarter hour increments. GMG will endeavor to assign services and tasks to professionals and other personnel at the most cost efficient level of expertise competent to perform the services or tasks required."
- M. **Document Retention.** GMG will maintain the documents received from client for a period of three years from the date of performing such study. GMG recommends that Client maintain these files for at least the period that such tax years remain subject to audit by the Internal Revenue Service.
- N. **Filing of Amended Returns.** Furthermore, Client shall file any and all amended returns related to the Service(s) with the appropriate tax authority within thirty (30) days of delivery to Client of said amended returns (whether or not GMG was used to prepare the amended returns). If applicable, the amended returns shall be filed in accordance with the instructions provided with the amended returns and shall be sent via certified mail. If the client fails to adhere to this provision, any audit defense provision as stated in the above agreement will be deemed to be null and voidable at GMG sole discretion.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax related matter[s].