

R&D General Business Terms
CORE Solutions Group, LLC

A. Services. It is understood and agreed that CORE Solutions Group, LLC (hereinafter referred to as “CORE”) 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, CORE shall be entitled to rely on all representations, decisions, and approvals of Client and his representatives and agents.

B. Payment of Invoices. CORE’s invoices are payable and due upon receipt. Without limiting its rights or remedies, CORE shall have the right to halt or 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, CORE 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.** “Receipt of Refunds” shall mean the actual or constructive receipt of refunds from the IRS or applicable state taxing authority.

C. Limitation on Damages. Client agrees that CORE 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 CORE by Client. In no event shall CORE 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. Term & Evergreen. The term of this agreement will be for the initial project and will be automatically extended by one successive year, until either party provides notice of its intention not to extend the term of this agreement. In the event of termination by Client, Client shall be responsible to pay CORE for time and materials (based on the firm’s standard hourly rates) for the services performed and expenses incurred through the effective date of termination. Furthermore, if Client terminates CORE’s services, Client shall pay to CORE the outstanding fees and expenses incurred within seven (7) days of the effective date of termination.

E. Duty to Cooperate. CORE 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 CORE during the implementation or defense of the Study, **then any representations or warranties provided by CORE in this agreement, save for fees due and payable to CORE, will be deemed to be null and voidable at CORE’s sole discretion. Furthermore, CORE retains the right to terminate the Agreement should Client fail to cooperate in providing financial documentation to CORE within sixty days and CORE shall be entitled to bill Client for time and materials for the services performed and expenses incurred through the effective date of termination.**

F. 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 CORE 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 CORE.

G. Information and Data. CORE shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and his representatives provide to CORE. 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.

H. 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 CORE 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.

I. Subject to Review: Client's understanding and agreement that the results of CORE's 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.

J. 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, if any action is brought by either party, the parties agree that such action shall be brought within the jurisdiction of the State of 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.

K. Document Retention. CORE will maintain the documents received from client for a period of three years from the date of performing such study. CORE recommends that Client maintain these files for at least the period that such tax years remain subject to audit by the Internal Revenue Service.

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].