Cannabis Language

Due to the nature of the industry in which you are involved and the fact that the business activity violates certain Federal laws, it is important that you provide us with the following representations in a written document at the conclusion of our engagement and prior to our filing of the tax returns:

All information provided for the preparation of the client’s tax returns, either verbal or written, is true and correct to the best of the client’s knowledge and belief. All items pertaining to gross income are reported without offset or reduction. No items of expense or liability are overstated.

If any of this information is later found to be in error, the client will

(1) notify our firm immediately and

(2) assume full responsibility for any discrepancies.

In the event that our firm is unable to provide tax returns due to delays arising from the untimely response or lack of documentation, the client will hold the firm harmless for any penalties that may incur.

The client acknowledges that a tax provision, known as “Internal Revenue Code Section 280E,” is applicable and that it may potentially limit claimed deductions for business expenses incurred. The client acknowledges that advice has been rendered by our firm regarding the non-deductibility of certain expenses reported on the tax returns and the subsequent tax consequences of these

The client represents that they are not affiliated with any law enforcement agencies. The client further represents that none of the interactions with our firm have been for the purposes of gathering evidence for any court, criminal or civil. If the client is found to be so associated with law enforcement, the client hereby acknowledges that all of the actions taken constitute “entrapment.”

The client asserts that no requests have been made for illegal services or requests to “launder money” or to misrepresent facts to any person, including outside financial institutions. Further, the Client will indemnify, save and hold harmless, our firm and its members and employees from any loss, cost or expense or liability arising out of, or on account of any and all court proceedings, criminal or civil, on actions taken involving the Client

Indemnification

To the extent permitted by law, the Client agrees that XXXXXXX, and its employees shall not be liable to the Client for any actions, losses, damages, claims, liabilities, costs or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by them to XXXXXXX for the services performed pursuant to this engagement. Further, in no event will XXXXXXX or its employees, agents, or representatives be liable for consequential, special, indirect, incidental, punitive, or exemplary loss damage, or expense (including, without limitation, lost profits and opportunity costs).

To **the extent permitted by law, the Client shall indemnify and hold harmless XXXXXXX and its employees from and against any and all actions, losses, damages, claims, liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to XXXXXXX services provided in connection with this engagement, except to the extent finally judicially determined to have resulted from intentional misconduct by XXXXXXX.**  
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**>** The Limitation on Liability and Indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. These provisions, as well as the other agreements and undertakings of the Client, shall survive the completion or termination of this engagement.