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Cohen & Co®

January 24, 2025

Mark J. Wenick, Board President
Mill Creek MetroParks Foundation

Sent via Email to: mwenick@farmersbankgroup.com

Dear Mark:

We are pleased to confirm our understanding of the services we are to provide for Mill Creek MetroParks Foundation for the year ended December 31, 2024. This letter, and the attached Standard Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Audit Scope and Objectives

We will audit the financial statements of Mill Creek MetroParks Foundation, which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the disclosures (collectively, the "financial statements").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

"Cohen & Co" is the brand name under which Cohen & Company, Ltd. and Cohen & Co Advisory, LLC, and its subsidiary entities, provide professional services. Cohen & Company, Ltd. and Cohen & Co Advisory, LLC practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. Cohen & Company, Ltd. is a licensed independent CPA firm that provides attest services to its clients. Cohen & Co Advisory, LLC and its subsidiary entities provide tax, advisory and business consulting services to their clients and are not licensed CPA firms. The entities operating under the Cohen & Co brand are independently owned and are not responsible for the services provided by any other entity operating under the Cohen & Co brand. Our use of terms such as "our firm," "we," "us" and other terms of similar import denote the alternative practice structure of Cohen & Company, Ltd. and Cohen & Co Advisory, LLC.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Organization and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning.

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. Although the planning stage of our audit has not concluded and modifications to our risk assessment may be made, we have preliminarily identified the following significant risks of material misstatements:

- Management override of controls
- Improper revenue recognition

If new significant risks are identified after the date of this letter, they will be communicated to those charged with governance.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are conditions or events, considered in the aggregate, that raise substantial double about the Organization's ability to continue as a going concern within one year after the date the financial statements are available to be issued. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations. You are required to disclose the date through which subsequent events have been evaluated and whether

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that date is the date the financial statements were available to be issued. You agree that you will not date the subsequent event disclosure earlier than the date of your management representation letter.

Other Services

We will prepare the financial statement and related notes of the Organization in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards.

Any other non-audit services will be performed by Cohen & Co Advisory, LLC and subject to a separate engagement letter.

The other services are limited to the financial statements and related notes, any other nonaudit services we or our subcontractors provide. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Marie Brilmyer is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in April 2025.

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Our fees for these services will be $17,000 for the audit. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If circumstances exist that significantly affect the targeted completion dates and our fee estimates, which include but are not limited to, your records are not provided within the agreed-upon timeline or are not in good order upon receipt, weaknesses are identified within your control structure, or a significant level of proposed audit adjustments are identified during our audit, our fee estimate and the agreed-upon timeline will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation, even if our engagement is not completed.

If circumstances exist that significantly affect the targeted completion dates and our fee estimates, which include but are not limited to, your records are not provided within the agreed-upon timeline or are not in good order upon receipt, weaknesses are identified within your control structure, or a significant level of proposed audit adjustments are identified during our audit, our fee estimate and the agreed-upon timeline will be adjusted accordingly.

Reporting

We will issue a written report upon completion of our audit of Mill Creek MetroParks Foundation's financial statements. Our report will be addressed to management and board of directors of Mill Creek MetroParks Foundation. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree that this letter adequately sets forth your understanding of our mutual responsibilities, please authorize this agreement. Once authorized, all parties will receive the executed copy.

MILL CREEK METROPARKS FOUNDATION

Signed by:

By: Mark J. Wenick

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Client Signature

President

Title of Signer

1/24/2025

Date Signed

COHEN & COMPANY, LTD. dba Cohen & Co

By: Marie A. Bilger

Partner

Cohen & Co Standard Terms and Conditions for Engagement Letter

This addendum to our engagement letter describes Cohen & Company, Ltd. dba Cohen & Co's ("Firm", "us" or "we") standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum, the accompanying engagement letter, and any other attachments thereto, comprise your agreement with us ("Agreement"). If there is any inconsistency or redundancy between the engagement letter and these Terms and Conditions, then the engagement letter language will prevail to the extent of the inconsistency and these Terms and Conditions will supplement the letter. If you request additional services not otherwise described in the engagement letter that these Terms and Conditions are incorporated into, then separate or modified Terms and Conditions may apply.

Electronic Data Communication and Storage. In providing services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, provided we have employed reasonable security measures. You consent to our use of these electronic devices and applications during this engagement.

No Storage on Client Portals. We are not a host for any of your information. You are responsible for maintaining your own copy of your information. We do not provide back-up services for any of your data or records, including information we provide to you. Any portals provided by the Firm are utilized solely as a method of transferring data and are not intended for the storage of your information. We may delete information on a portal at any time. If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Records Management; Confidentiality. On or before the conclusion of the engagement, we will return to you upon request any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. Professional standards preclude us from being the sole repository of your original data, records, or information. Our firm destroys workpaper files after a period of **7 years**.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. However, state, federal and foreign regulators may request or subpoena access to or copies of certain workpapers and/or documents you provide to us pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, a lawsuit that you are a party to, or the sale of our accounting practice. If requested, access to such workpapers and documents will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers and documents to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request, summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request, summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, summons or subpoena initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying the sought information, we may construe your inaction or failure to act as consent to comply with the request, summons or subpoena. If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests, summons or subpoena.

Federally Authorized Practitioner–Client Privilege. If applicable to the services provided, the Internal Revenue Code provides for a limited confidentiality privilege applying to tax advice embodied in taxpayer communications with federally authorized tax practitioners in certain limited situations. This privilege is limited in several important respects. For example, the privilege may not apply to your records, state tax issues, state tax proceedings, private civil litigation proceedings, or criminal proceedings. While we will cooperate with you with respect to the privilege, asserting the privilege is your responsibility. Inadvertent disclosure of otherwise privileged information may result in a waiver of the privilege. Please contact us immediately if you have any questions or need further information about this federally authorized practitioner-client privilege.

Electronic Signatures; Counterparts; Signer's Authority. Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents, including the Agreement, may be executed in counterpart, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Your representative's signature on the Agreement confirms they have the full power and authority to enter into the Agreement on your behalf and any other subsidiary or affiliate that may receive and/or rely on the services provided under the Agreement, or that you shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

Mediation; Arbitration; Governing Law. If any dispute arises between us, we both agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Accounting and Related Services Arbitration Rules and Mediation Procedures (the “Rules”), before resorting to arbitration. The costs of any mediation proceeding shall be shared equally by both of us. If the dispute cannot be settled via mediation, we both agree that the dispute will be submitted for resolution by arbitration before a single arbitrator experienced with the nature of the services provided and in accordance with the Rules. In agreeing to arbitration, we both acknowledge that in the event of a dispute, we waive our right to a jury trial and agree to waive our right to have the dispute decided in a court of law. The place of arbitration shall be the city in which the Firm’s office providing the majority of the services involved under the Agreement is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules, except that pre-hearing discovery must be specifically authorized by the arbitrator. Arbitration claims shall be brought in a party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitrator shall not have the authority to award punitive damages. The award of the arbitrator shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. Nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court with jurisdiction over the parties. The prevailing party of any dispute arbitration or court proceeding will be entitled to receive its reasonable attorneys’ fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

Limitation of Liability. THE FIRM’S LIABILITY FOR ALL CLAIMS, DAMAGES, AND COSTS ARISING FROM THIS ENGAGEMENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO THE FIRM FOR THE SERVICES RENDERED UNDER THE AGREEMENT.

Limitation of Damages; Sole Remedy. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE FIRM SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE EVEN IF WE HAVE BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES. You further acknowledge and agree that your sole and exclusive remedy with respect to any and all claims for any breach of the Agreement, shall be against Cohen & Company, Ltd. and no other entity or person, including without limitation Cohen & Co Advisory, LLC. In furtherance of the foregoing, you hereby waive, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

Indemnification. You agree to hold the Firm harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify the Firm for any claims made against the Firm by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

Statute of Limitations. We both agree that any claim arising out of the Agreement shall be commenced within 18 months of our delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against the other party.

Non-solicitation. You agree that during the term of the Agreement and for a period of 18 months from the date that it terminates, not to directly or indirectly solicit for employment or otherwise employ, without our written consent, any of our current employees to whom you have been directly or indirectly introduced, or otherwise had contact with, as a result of the Firm providing the services. If you hire one of our personnel within the foregoing period, then you agree to pay us a fee of 35% of that individual’s base compensation at your company to be paid to them during their first year of employment, which we agree is a reasonable estimate of the damages that would be difficult to ascertain. The foregoing shall not prohibit you from hiring any such employee within the foregoing period as a result of general solicitations not specifically targeted at employees of the Firm or its affiliates Hires must also satisfy applicable compliance and ethical requirements of the parties.

Interest. Undisputed amounts that are unpaid by their due date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent.

Our Proprietary Information. You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All of our forms, e.g. reports (excluding deliverable work products), templates, manuals, checklists, questionnaires, sample letters, agreements and other similar documents, etc., which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such form documents. This provision will apply to all such form materials whether in digital, “hard copy” format or other medium.

Interpretation; Waiver. The Agreement is the result of arm’s length negotiations between us and as such shall be construed to have been drafted by all parties such that any ambiguities in the Agreement shall not be construed against either party. All waivers hereunder must be made in writing by a duly authorized representative of the party against whom the waiver is to operate, and a failure at any time to require the other party’s performance of any obligation under the Agreement shall not affect the right subsequently to require performance of that obligation.

APS Disclosure; Sharing Information; Custody. We and Cohen & Co Advisory, LLC (“Cohen Advisory”) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. In performing our services, we will lease professional and administrative staff, both of which are employed by Cohen Advisory and/or its related entities. These individuals will be under our direct control and supervision and we are solely responsible for the performance of the engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and we and Cohen Advisory and its related entities have contractual agreements requiring confidential treatment of all client information. You hereby consent and authorize us to share with Cohen Advisory and its related entities information that that we may obtain from you in the course of our engagement. Cohen Advisory and its related entities will maintain the confidentiality of all client information and will maintain custody of the files relating to this engagement.

Independent Contractor; ***Use of Subcontractors and 3rd Party Service Providers.*** Each party acknowledges that the Firm is at all times acting as an independent contractor under the Agreement and not as an employee or partner of yours. We may, from time to time and depending on the circumstances, use third-party service providers or subcontractors in serving your account. We may share confidential information about you with these service providers and subcontractors but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers and subcontractors to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider or subcontractor. Furthermore, we will remain responsible for the work provided by any such third-party service providers and subcontractors.

Disclaimer of Legal and Investment Advice. Our services under the Agreement do not constitute legal or investment advice unless specifically engaged to provide investment advice in the engagement letter. We recommend that you retain legal counsel and investment advisors to provide such advice.

Termination and Withdrawal. We reserve the right to withdraw from the engagement without completing services for cause, including, but not limited to, non-payment of fees, your failure to comply with the terms of the Agreement, a conflict of interest, or as we determine professional standards require. In accordance with our Firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If our work is suspended or terminated by either of us, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If the Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not yet completed our report.

Force Majeure. Neither party shall be held liable for any delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority; provided that, each party shall be responsible for having in place commercially reasonable disaster recovery and business continuity measures and no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under the Agreement so long as you received the relevant services from us. We both agree to provide the other with prompt written notice in the event any of the services described herein must be rescheduled, suspended, or modified due to such an event. We both acknowledge and agree that any delays or modifications not within our control may increase the cost of the services.

Corporate Transparency Act. Please note that, unless specifically enumerated in the Agreement or a separate engagement letter, you have not engaged Us to perform any services related to beneficial ownership reporting under the Corporate Transparency Act, 31 USC 5336 (“CTA”). The CTA and the regulations promulgated thereunder, if and when they go into effect, will require certain entities to register with FinCEN and provide information about individuals associated with the entities depending on their ownership and/or control levels, as well as an obligation to update such information should changes occur, all within specifically prescribed periods of time. Several types of entities are also exempt from these reporting requirements. More information about the CTA can be found at https://www.fincen.gov/boi.

Severability; Compliance with Laws and Standards. Each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board). If any portion of the Agreement is deemed invalid or unenforceable under such standards, said finding shall not operate to invalidate the remainder of the terms set forth in the Agreement. Further, if because of a change in your status or due to any other reason, any provision in the Agreement would be prohibited by, or would impair our independence under, laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Agreement shall automatically consist of the remaining portions.

Entire Agreement; Amendments; 3rd Party Beneficiaries. The engagement letter, including these Terms and Conditions and any other attachments, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of the Agreement must be made in writing and signed by both parties. The Agreement has been entered into solely between the Firm and the named client, and no third-party beneficiaries are created hereby.