



TERMS & CONDITIONS AND PRIVACY PRACTICES RELATED TO ASSURANCE SERVICES

Effective January 1, 2025

In the course of delivering our assurance services (the “**Services**”), HoganTaylor LLP (“**HoganTaylor LLP**,” the “**Firm**,” “**we**” or “**us**”) applies customary practices intended to provide these Services in an appropriate and cost-effective manner. This document describes certain of these customary practices, as well as other standard terms, conditions, and limitations relating to our provision of the Services. Except to the extent we expressly agree in a written instrument signed by our authorized representative that specifically refers to an engagement covered by an Arrangement Letter, all Services that we provide to any client or third party engaged by the client (collectively “**Client**” or “**you**”) are subject to the following terms, conditions, limitations and practices (these “**Terms**”). References to the “Arrangement Letter” mean the agreement describing the nature of our relationship with you, the Scope of our Services and the associated fee arrangement, in which these Terms are incorporated.

TERMS APPLICABLE TO ASSURANCE SERVICES

Scope of Services

Our Services will be limited to the Services specifically described in an executed Arrangement Letter. If you need Services beyond those specifically described in an Arrangement Letter, these additional Services would constitute either a separate Arrangement Letter or an expansion of an existing engagement at an additional cost. Our agreement to provide Services for one engagement does not obligate us to accept any other engagement.

Your Responsibilities

In order for us to provide effective Services, you must cooperate with us and provide us with any information that we request, all on a timely basis. You must cause your employees and contractors to cooperate fully and timely with us. You must designate for us a person authorized to make or obtain all management decisions with respect to our Services on a timely basis. We will rely in good faith on all information and management decisions communicated to us by you, your employees, or your contractors, and we will not be responsible for any loss or other obligation arising from our reliance. Any failure to fulfill your responsibilities will be grounds for our suspending or terminating our Services.

Decisions

While we will provide you with advice concerning the Services, you will retain all authority and responsibility for any decisions based on our advice.

Independent Contractor

For all Services that we perform, we will be an independent contractor and not your employee, agent, or partner, and we will determine the method, details and means of performing our Services. Performance of the Services does not create an employer/employee relationship between you and us, or you and our employees or contractors. We have the right to control the manner and methods by which the Services are performed, and we have the right to perform

Services for other clients. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their applicable employee withholdings.

Disclaimer of Legal and Investment Advice

Subsequent changes to applicable law or regulations, or the issuance of new case or ruling authority, could materially and adversely affect the analysis and conclusions in an item of advice provided. Our Services under the Arrangement Letter and these Terms do not constitute legal or investment advice and are not an undertaking on our part to advise you of any changes in law or the economy or financial markets. We recommend that you retain competent legal counsel and investment advisers.

Possibility of Litigation

If a government agency or another authority adopts a position contrary to any analysis or conclusions in our advice, it might be necessary to pursue administrative appeals or litigation. Decisions of whether and how to pursue administrative appeals or litigation may be based on considerations of cost, publicity, and other matters unrelated to the technical merits of a position. In some cases, clients elect not to pursue appeals or litigation even though a reported position may ultimately be sustained on appeal or in litigation.

Work Product

We will deliver to you the items expressly enumerated in the Arrangement Letter. The Firm shall be deemed the sole author and owner of all materials owned by, licensed to, or developed by the Firm prior to, or independently from, the Arrangement Letter. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by the Firm) and anything developed or delivered by or on behalf of the Firm under an Arrangement Letter are owned exclusively by us or our licensors. Except as provided in an Arrangement Letter, you are not granted any rights in the Services, express or implied, or ownership in the Services, Firm Materials, or any intellectual property rights thereto. As part of receiving the Services, you grant to us a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, correction or other feedback or information provided by you related to the operation or functionality of the Services. Any rights in the Services or to our intellectual property not expressly granted to you are reserved by the Firm. All our work product and files will remain our property, and we retain all copyrights and intellectual property with respect to our work product. We, in our sole discretion, may provide you with access to or copies of our files, but you will be obligated to pay all costs associated with such access or copies. For purposes of these Terms, (a) **“Firm Materials”** means materials owned by, licensed to, or developed by us prior to, or independently from, the Arrangement Letter and may include without limitation any Documentation, data, application code, graphics, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading or best practices and specifications, and may also include third party materials, including software and equipment licensed to us for use in the Services, and (b) **“Documentation”** means any manuals, instructions, or other documents or materials listed in the Arrangement Letter that we provide or make available to you in any form or medium and which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

Use of our Services

We may monitor your use of our Services and collect and compile aggregated statistics, which may be based on information you submit. All right, title, and interest in such statistics belong to and are retained solely by us. We may make such aggregated statistics publicly available in compliance with applicable law, and we may use such statistics to the extent and in the manner permitted under applicable law.

Prohibited Activities

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability, performance or vulnerability testing of the Services without Firm's prior written approval, (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services, or access or use the Services or Firm Materials other than by an authorized user through the use of his or her own then-valid Service credentials; (d) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services; (e) access or use the Services to build or support, directly or indirectly, products or services directly competitive to us or our affiliates; or (f) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by the Agreement.

Document Production and Testimony

If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents, information or files, or to make our personnel available as witnesses with respect to this engagement, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Conflicting Engagements

If we at any time determine in our sole discretion that a conflict of interest exists that prevents us from providing our Services in accordance with applicable ethical rules, we will notify you of the conflict and may withdraw from representing you to the extent that such withdrawal is required or permitted by applicable ethical rules.

Updates

While we are providing Services to you, we may update the Services, these Terms, and any applicable Documentation to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third--party applications. Our updates will not materially reduce the level of performance, functionality, security or availability of the Services during the term of an Agreement.

Affiliations

HoganTaylor is a member of PrimeGlobal, a global association of independent accounting firms (the "**Association**"). No PrimeGlobal member firm is an agent or partner of the Association or of any other member firm. No PrimeGlobal member firm has the authority to enter any legal obligations on behalf of the Association or any other member firm. If HoganTaylor introduces you to another PrimeGlobal member firm, HoganTaylor specifically denies any liability for any work

performed by that firm. You should make your own contractual arrangements with that firm for work performed by that firm. The fact that you may have been introduced to us by another PrimeGlobal member firm does not make that firm, its partners or its employees responsible for any of our acts or omissions.

HoganTaylor is not the agent or partner of PrimeGlobal or any other member firm and does not have the authority to enter into legal obligations on behalf of either the Association or any other member firm thereof. You agree that (i) subject to the terms of your agreement with HoganTaylor, we have liability for any work performed under this engagement, and (ii) neither PrimeGlobal nor any other member of PrimeGlobal has liability for such work, and you further undertake not to make any claim or bring any proceedings against either PrimeGlobal or any other member of PrimeGlobal in relation to work covered by this engagement.

Beneficial Ownership Information Reporting

Rules effective January 1, 2024, under the Corporate Transparency Act (the “**CTA**”), require informational reporting for all business entities that were incorporated or organized in the United States by filing a document with a Secretary of State or similar office within the United States (a “**Reporting Entity**”). The CTA requires a Reporting Entity (with limited exceptions), to file a Beneficial Ownership Information report (“**BOI**”). The failure to file a BOI carries substantial penalties if not timely filed. This BOI reporting is mandatory regardless of ownership structure or type of owners. Additionally, you may be required to report changes with respect to any information contained in a previously reported BOI within 30 days of such change if the change is reportable under the CTA. Unless this Agreement specifically provides otherwise, the Firm is not responsible for assisting you in determining your CTA filing obligations, for filing reports, for filing updates to previously filed reports, or for ensuring you file or update reports. We shall have no liability resulting from your failure to comply with the CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

Electronic Signatures And Communications

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, (i) a scanned copy (as a “pdf” (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. You understand and agree that any communications regarding the Services may be provided by electronic means, including without limitation: agreements with us, including any amendments, modifications or supplements to them; any records of transactions through the service, including without limitation account and other financial statements and confirmations of individual transactions; any initial, periodic or other disclosures or notices provided in connection with the Services; and any other communication related to your engagement with the Firm (collectively, “**Communications**”); those required by federal or state law; any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; any

invoices or requests for payment related to the Services, whether from us or other providers we may engage on your behalf; and any news, alerts, or other information from us or one of our affiliates (i) related to the Services we are providing to you or (ii) that we deem may be of interest to you and which you hereby consent to receive until you withdraw such consent as described in our Online Privacy Notice. Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All agreements and Communications in either electronic or paper format will be considered to be “in writing.” Any agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or “printouts,” of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.

Use of Third-Party Service Providers and Products

From time to time and depending upon the circumstances, we may, in our sole discretion, engage the services of other advisory firms, independent contractors, or other third-party personnel (collectively, “**Third-Party Providers**”), located within or outside the United States, to assist us in providing the Services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these Third-Party Providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a Third-Party Providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the Services, subject to all limitations and disclaimers set forth herein.

We also may provide the Services using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, “**Third-Party Products**”). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product’s infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product (collectively, “**EULA(s)**”) including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product’s infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such data and information you provide may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent we give you access to a Third-Party Product in connection with the Services, you agree to comply with the terms of any applicable EULA for such Third-Party Product, and you shall be solely responsible for the improper use of a Third-Party Product or a violation of the

applicable EULA for such Third-Party Product by you or any user to whom you grant access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product. You further acknowledge that you may be responsible for the payment and purchase or license of any Third-Party Product utilized, and your use of such Third-Party Product is governed by the terms of any license or other agreement between you and the Third Party.

If an independent contractor is assigned by us to work on any matter which we have undertaken on your behalf, the independent contractor will perform such work under our oversight, and we will charge you hourly rates based upon our own hourly rates for employees with similar qualifications and experience.

Documents and Files/Retention of Records

Upon your written request at the termination of the Arrangement Letter, we will return to you all original records and physical property ("**Client Property**") you provide to us in connection with the Arrangement Letter. Further, in addition to providing you with those deliverables set forth in the Arrangement Letter (provided such deliverables have been completed), we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which you have communicated to us your books and records would be incomplete ("**Service Records**"); provided, you have the sole responsibility for (i) determining if you must maintain any Service Records and (ii) retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement, including any Service Records. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards, which may not be sufficient to satisfy any legal or regulatory recordkeeping requirement to which you are subject. Any such records retained by us will be subject to the confidentiality obligations set forth herein and our record retention policies. We reserve the right to destroy or otherwise dispose of any Client Property in our possession ninety (90) days after the termination of our relationship, without notice to you.

PRIVACY PRACTICES

Confidentiality

HoganTaylor and you may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, HoganTaylor and you each agree as the recipient of such Confidential Information (the "**Receiving Party**") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "**Disclosing Party**") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under the Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, HoganTaylor is permitted to disclose your Confidential Information to Firm partners, personnel, agents, and representatives to provide the Services or

exercise its rights under these Terms or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, “**Confidential Information**” means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential including, but not limited to, any Personal Information and the Arrangement Letter. As used herein, the term “**Personal Information**” means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or government-issued identification card numbers, and health information.

Confidential Information will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party’s Confidential Information. Notwithstanding the above, this exclusion shall not apply to any Personal Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of these Terms.

The Receiving Party shall not use, nor shall the Receiving Party permit any third party to use, any generative and/or open-source artificial intelligence or any artificial intelligence which would expose the Disclosing Party’s Confidential Information to a third party, except as the Disclosing Party may authorize.

Notwithstanding anything stated to the contrary in these Terms, you acknowledge and consent that we may utilize Confidential Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information in a way that would permit you or an individual whose Personal Information you have provided to us to be identified by third parties without your prior written consent.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of the Arrangement Letter incorporating

these Terms, and these Terms shall apply to the treatment of information shared by the parties hereto.

Data Protection Compliance

Prior to disclosing to us or our Third Party Providers or granting us or our Third Party Providers with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Third Party Providers pursuant to the Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, non-public personal information pursuant to the Gramm-Leach-Bliley Act (“**GLBA**”) and protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (“**HIPAA**”). Unless otherwise expressly agreed upon and specified in writing by HoganTaylor and you, you shall not provide us or any of our Third Party Providers with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the Services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Transmission of Information

The Firm and Client acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms. A majority of our clients choose to communicate with us by email, and we will use email unless a client directs otherwise. Because email is not secure, it may not be an appropriate means for sending certain confidential or sensitive data. If you are concerned about the security of particular information, please contact us to discuss alternative arrangements.

Each party agrees to transmit Confidential and Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Confidential and Personal Information to perform our obligations and exercise our rights under these Terms. You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Confidential Information and Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We agree to maintain appropriate security measures to protect such Confidential Information and Personal Information in accordance with applicable laws. If we become aware of an unauthorized acquisition or use of Client-provided Confidential Information and Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and,

upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

GENERAL BUSINESS TERMS

Requests for Services

In responding to requests for Services made by your officers, managers, employees, or agents, we will presume that all requests have been authorized by your internal procedures. You are responsible for all management decisions and responsibilities and for designating and documenting the Authorized Users for the Services. You are responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for such Services, including decisions regarding the implementation of any recommendations provided by us. If you wish to limit the individuals who can request Services, you must notify us of any limitations in writing and provide us a reasonable amount of time to implement those limitations.

Uncontrollable Delays

The time for performance of any of your or our obligations (other than the obligation to pay money due) will be extended for a reasonable time in the event of causes beyond your or our reasonable control, including without limitation acts of God, war, acts of government, fire, flood, strike or labor problems, sabotage, and delays in obtaining labor, materials, equipment, or transportation.

Suspension of Services

If you fail to pay any invoice when due, we reserve the right to suspend the performance of Services until your account is paid in full or you have made other payment arrangements satisfactory to us. We may also suspend your access to any portion or all of the Services if: (i) we reasonably determine that (A) there is a threat or attack on our systems used to provide the Services; (B) your use of the Services disrupts or poses a security risk to us or to any of our clients or vendors; (C) you are using the Services for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) our provision of the Services to you is prohibited by applicable law; or (F) you have failed to comply with any material provision of the Agreement; (ii) any vendor of ours has suspended or terminated our access to or use of any third-party services or products required to enable you to access the Services (any such suspension a “**Service Suspension**”). We will use commercially reasonable efforts to (a) provide written notice of any Service Suspension to you, (b) provide updates regarding resumption of access to the Services following any Service Suspension, and (c) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any Authorized User may incur as a result of a Service Suspension. Our suspension of Services will not affect your obligations to us under the Agreement or these Terms.

Termination

Subject to any restrictions imposed by applicable ethical rules, we may terminate the Agreement at any time upon written notice to you. Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate the Services under the Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of the Services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate the Arrangement Letter where the Services are delayed more than one hundred twenty (120) days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of the Arrangement Letter.

When an engagement has been suspended at the request of the Client and work on that engagement has not recommenced within one hundred twenty (120) days of the request to suspend our work, we may, at our sole discretion, terminate the Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in the Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in the Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate an Agreement immediately in our sole discretion if we determine that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or our client acceptance or retention standards, or if you (or in the case of an entity, any affiliate, or any director or executive of, or other person closely associated with, you or any affiliate) are placed on a verified sanctioned person or entity list or if any director or executive of, you or your affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

The parties agree that those provisions of the Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of the Arrangement Letter.

Entire Agreement; Interpretation

These Terms, the Arrangement Letter, and any documents incorporated therein by reference, represent our entire agreement and understanding concerning the engagement described in the Arrangement Letter, and they supersede all prior and contemporaneous agreements. All Terms and the Arrangement Letter must be construed according to their fair meaning and not strictly for or against any party.

Amendments, Waivers and Consents

These Terms and the Arrangement Letter may not be amended except by our mutual written agreement. No waiver of any breach of these Terms or the Arrangement Letter will be effective unless the waiver is in writing and signed by the party against whom the waiver will be enforced. No waiver of any one breach will be deemed a waiver of any other or subsequent breach.

Assignment; No Third-Party Beneficiaries

You may not assign the Arrangement Letter or these Terms to any other party without our prior written consent. These Terms and the Arrangement Letter will be binding on our and your respective successors and assigns. Except as may be expressly provided in the Arrangement Letter, there are no third-party beneficiaries to the Arrangement Letter or to these Terms.

Warranty and Limitation

We warrant that our Services will be performed with reasonable care in a diligent and competent manner. We do not warrant that the Services or use thereof will (i) be uninterrupted or error free, (ii) meet your or any other person's requirements, or (iii) achieve any intended result, nor do we make any warranty as to any the timeliness, sequence, accuracy, adequacy or completeness of the Services except as specifically addressed in an Agreement. To the extent permitted by applicable law, the Firm disclaims any and all warranties not expressly stated in the Arrangement Letter including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You are solely responsible for the suitability of the Services chosen. **THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING OUR SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.**

Nonsolicitation

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements and often at significant cost, whenever a partner or employee leaves HoganTaylor and is subsequently employed by or associated with a client in a key position. Accordingly, during the term of the Arrangement Letter and for one year after the termination or expiration of the Arrangement Letter (the "**Restricted Period**"), Client covenants and agrees that it shall not directly or indirectly, actively, or inactively, solicit, divert, or attempt to solicit or divert any partner or employee of HoganTaylor for itself or on behalf of any other person(s), partnership, corporation, or other entity, provided that the partner or employee was a partner or employee of HoganTaylor at any time during the Restricted Period.

The Client acknowledges and agrees that any loss or injury from the Client's breach of this nonsolicitation provision is incapable or unreasonably difficult of precise estimation or determination. Accordingly, in the event of Client's breach of nonsolicitation provision, Client agrees to pay HoganTaylor liquidated damages in an amount equal to 50% of the partner's or employee's annual salary at the time of Client's breach ("**Liquidated Damages**"). The Client further acknowledges and agrees that the Liquidated Damages bear a reasonable relation to HoganTaylor's probable loss in the event of the Client's breach of this nonsolicitation provision.

Notices

Unless otherwise expressly agreed upon by the parties in the Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in the Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. Except as otherwise expressly provided in the Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law and Jurisdiction

The Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to the Arrangement Letter, any provisions therein, a report issued or the Services provided thereunder, will be governed and construed in accordance with the laws of the State of Oklahoma or Arkansas, as applicable, without regard to its conflict of law principles, and applicable U.S. federal law. Any legal suit, action or proceeding arising out of, or related to, these Terms or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma or Arkansas, in each case located in the City of Tulsa and County of Tulsa or the City of Little Rock and County of Pulaski. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.