

**Strictly Confidential**

June 27, 2024

Mr. Shak Chowdhury  
707 Westchester Ave #401  
White Plains, NY 10604

Re: Valuation Analysis Related to an Interest in the Equity of Rethink Capital Partners, LLC

Dear Mr. Chowdhury:

This letter, which includes the *Andersen Tax LLC – Engagement Terms, Statement of Limiting Conditions* attached hereto and made a part hereof (collectively, the “Agreement”), confirms that Andersen Tax LLC (“Andersen”) has been engaged to provide valuation services related to Rethink Capital Partners, LLC (the “Client” or the “Company”). The purpose of this Agreement is to document the terms of our engagement, including details related to project objectives, scope, methodologies / approach, deliverables, timing, and fees.

**Objectives and Scope**

The purpose of our valuation analysis is to estimate the fair market value of a 40.9091 percent Class A Membership Interest (the “Subject Interest”) in the Company.<sup>1</sup> The final product resulting from our Work (as defined in the Engagement Terms) provided under this Agreement will be a comprehensive valuation report (the “Report”). We understand that the Report is to be used for business planning purposes in conjunction with the withdrawal of a Class A Member as outlined in Section 10.6 of the Amended and Restated Operating Agreement of Seavest Investment Group, LLC.<sup>2</sup> The date of value to be utilized will be as of April 15, 2024 (the “Valuation Date”).

In conformance with the disclosure requirements of the Uniform Standards of Professional Appraisal Practice (“USPAP”), the undersigned have not performed any services with respect to the Subject Interest within the three-year period immediately preceding acceptance of the Agreement.

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<sup>1</sup> Additionally, we understand that the holder of the Subject Interest may have certain indirect economics derived from subsidiaries that may need to be factored into our analysis.

<sup>2</sup> We understand the Company changed names on September 1, 2022 from Seavest Investment Group, LLC to Rethink Capital Partners, LLC.



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As noted on the previous page, the standard of value to be utilized for the equity analysis is fair market value, which has been defined as follows:

*The price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of the relevant facts.*

This definition of value is supported by pronouncements from the Internal Revenue Service ("IRS") and has been further established in numerous court decisions dealing with fair market value issues.

Consistent with Revenue Ruling 59-60 and standard practice, the Report will include an analysis of the following factors, where applicable:

- The nature and history of the entity's business;
- The general economic conditions and specific industry outlook;
- The book value of the enterprise and its financial condition;
- The earning capacity of the entity;
- The entity's distribution history and capacity;
- The existence of goodwill or other intangible value within the business;
- Prior interest sales and the size of the interest being valued; and
- The market price of companies engaged in the same or a similar line of business having their equity securities actively traded in a free and open market, either on an exchange or over-the-counter.

### **Methodologies / Approach**

The methods commonly used to value a closely held company are the cost, income, and market approaches.

The **Cost Approach** measures the value of an asset as the cost to reconstruct or replace it with another of like utility. When applied to the valuation of equity interests in businesses, value is based on the net aggregate fair market value of the entity's underlying individual assets. The technique entails a restatement of the balance sheet of the enterprise, replacing the book value of the individual assets and liabilities with their fair market values. The resulting approach is reflective of a 100% ownership interest in the business. This approach is frequently used in valuing holding companies or capital-intensive firms. It is not necessarily an appropriate valuation approach for companies having significant intangible value or those with little liquidation value.

The **Income Approach** focuses on the income-producing capability of an asset. The income approach estimates value based on the expectation of future cash flows that an asset or business will generate – such as cash earnings, cost savings, tax deductions, and proceeds from disposition. These cash flows are discounted to the present using a rate of return that incorporates the risk-free rate for the use of funds, the expected rate of inflation, and risks



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associated with the particular investment. The selected discount rate is generally based on rates of return available from alternative investments of similar type, quality, and risk.

The **Market Approach** measures the value of an asset through an analysis of recent sales or offerings of comparable investments or assets. The market approach comprises the following methodologies:

- *The Public Company Market Multiple Method (PCMMM)* focuses on comparing the subject entity to guideline publicly traded entities. In applying this method, valuation multiples are: (i) derived from historical operating data of selected guideline entities; (ii) evaluated and/or adjusted based on the strengths and weaknesses of the subject entity relative to the selected guideline entities; and (iii) applied to the appropriate operating data of the subject entity to arrive at a value indication.
- *The Similar Transactions Method* utilizes valuation multiples based on actual transactions that have occurred in the subject entity's industry or related industries to arrive at an indication of value. These derived multiples are then adjusted and applied to the appropriate operating data of the subject entity to arrive at an indication of value.

We will consider all three approaches to value the Subject Interest, but will rely on the approach or approaches that are more appropriate and that are best supported with the available information. When more than one approach is applied, we will reconcile and weight the results in consideration of the nature of the assets being appraised to form an opinion of value.

### **Deliverable**

During the course of preparing the Report, Andersen will rely on financial and other information as provided by Client or obtained from private and public sources we believe to be reliable, and our conclusions will be dependent on such information being complete and accurate in all material respects.

As noted above, we understand that the Report will be used solely for business planning purposes. We have not been engaged to make specific purchase or sale recommendations. The Report will be designed to provide information that will allow management to make an informed decision. As our Report is for Client's purposes only and no third parties may rely upon it, any additional parties that the Client wishes to have access to the Report must enter into a separate contractual relationship with Andersen.

### **Timing, Fees, and Expenses**

We understand that the Report needs to be completed in a timely manner and we have committed the resources necessary to meet the required deadlines, with the understanding that our ability to meet such deadlines is contingent upon the timely receipt of the required data and access to key personnel.



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It is Andersen's policy to establish reasonable fees for our valuation services. Professional fees are based on the amount of time required to complete the Work. Based on our experience with similar engagements and our understanding of the facts, we have estimated that our professional fees for the Work described herein will be **\$25,000 - \$35,000.<sup>3</sup>**

We are committed to completing this project in an efficient and timely manner. In the unlikely event that services are required after the issuance of our report, we will bill our time separately at our normal hourly rates. In the event that the data requested is unavailable, the project scope is modified, the valuation date is changed, or more than six months have elapsed from the date of this Agreement, our fee estimate may be revised and Andersen reserves the right to issue Client a new agreement for the Work described herein. As we expect continuous, ongoing communication during the course of this Agreement, we will keep you updated regarding any changes in the scope of the Agreement that might materially affect our fee estimate.

In addition, we will bill separately for reasonable out-of-pocket expenditures including, but not limited to, travel and other similar items. We bill such charges, if incurred, at our actual or estimated cost. Our invoices are due upon receipt. Andersen reserves the right to suspend services for any client engagement where payment of an invoice is past due.

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<sup>3</sup> This fee estimate assumes performing the valuation of Rethink Capital Partners, LLC and subsidiaries on a consolidated basis with additional work at the subsidiary level to confirm the economics are accurately captured. If, upon review of subsidiary documents, it is determined certain subsidiaries need to be valued separately, our fee estimate may be revised. Additionally, we understand that the holder of the Subject Interest may have certain indirect economics derived from subsidiaries. To the extent that this needs to be factored into the report, our fee estimate may be revised.



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**Closing**

This Agreement supersedes all prior agreements and understandings among the parties, whether written or oral, with respect to the subject matter hereof. Client acknowledges and accepts the terms of this Agreement by signing and returning a copy of this this Agreement to Andersen.

We will be pleased to respond to your request for our services in areas beyond the scope of this Agreement. Unless we provide a separate agreement, the terms herein will also apply to the additional work you ask Andersen to perform. Thank you for the opportunity to provide our services. We look forward to working with you on this project. Should you have any questions regarding our arrangement, please do not hesitate to contact us. Contact information is detailed below:

William Toce  
(646) 213-5110 (office NY)

Very truly yours,  
Andersen Tax LLC

By  \_\_\_\_\_  
Managing Director


Enclosures:     *Statement of Limiting Conditions*  
                      *Andersen Tax LLC – Engagement Terms*



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I have reviewed this Agreement and I have the authority to bind Client to the terms and conditions of this Agreement.

**Rethink Capital Partners, LLC**  
("Client")

Signature: 

Printed Name: Douglas F. Ray

Its: President

Date: Jul 15, 2024



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### STATEMENT OF LIMITING CONDITIONS

The value conclusions related to the asset(s), propert(ies), business entit(ies), or business interest(s) (the "Subject Asset(s)") specified in our appraisal report / deliverable (hereafter referred to as the "Report") are governed by the following limiting conditions:

1. No investigation of the legal description or matters, including title or encumbrances, will be made, and the owner's claim to the Subject Asset(s) is assumed to be valid and marketable. Further, unless otherwise specifically indicated, we have made the following assumptions: (i) the Subject Asset(s) is free and clear of any liens or encumbrances; (ii) the Subject Asset(s) meets full compliance with all applicable federal, state, and local zoning, as well as use, environmental, and similar laws and regulations; and (iii) all licenses, certificates, consents, or other legislative or administrative authority from any local, state, federal government, or private entity have been or can be obtained or renewed for any use on which the value conclusion is based in the Report.
2. Andersen Tax LLC ("Andersen") has relied upon information furnished by others, which is believed to be reliable. We have not independently verified the accuracy or completeness of the information.
3. During the course of our analysis, we were provided certain financial information, including estimates of cash flow, by management. We have not performed an examination, review, or compilation in accordance with standards prescribed by the American Institute of Certified Public Accountants and, therefore, do not express an opinion or offer any form of assurance on the cash flow data or their underlying assumptions.
4. The value conclusions are not intended to represent values for the Subject Asset(s) at any date other than the date of value specified in the Report. We assume no responsibility for changes in market conditions or physical factors that could affect the value of the Subject Asset(s) at a later date, or the inability of the owner to sell the Subject Asset(s) at the value specified in the Report.
5. The Report has been prepared solely for the purpose stated, and should not be used for any other purpose or by any other person / party than to or for whom it is addressed and prepared. Our value conclusions are not intended to represent investment advice, or tax advice of any kind, and do not constitute a recommendation as to the purchase price or sale of the Subject Asset(s).
6. Neither the Report nor any portion thereof (including, without limitations, any conclusions as to value, the identity of the appraiser, or the identity of Andersen) shall be disseminated to the public or third parties through advertising, public relations, news, sales, mail, direct transmittal, Securities and Exchange Commission disclosure documents, or any other media without the prior written consent of Andersen, except as specifically stated in the Agreement. Possession of the Report, or a copy thereof, does not afford the holder the right to publication or further disclosure. The Report may not be used without the proper written consent of Andersen.
7. Our engagement team is not required to give further consultation, testimony, or be in attendance in court with reference to the Subject Asset(s) in question or to update any report, recommendation, analysis, conclusion, or other document related to our services, unless additional arrangements are made.
8. Responsible ownership and competent property / asset management are assumed.



## ANDERSEN TAX LLC - ENGAGEMENT TERMS

These engagement terms (“Terms”) apply to the engagement described in any arrangement letter (“Job Arrangement Letter” or “JAL”) referencing them, and to any advice, information, work, services and/or deliverables thereunder (collectively, “Work”) and shall supersede any inconsistent terms in such JAL. A JAL and these Terms are collectively, the “Agreement”. Capitalized terms not defined in these Terms shall have the meanings set forth in the JAL. The term “Parties” shall collectively refer to Andersen Tax LLC and the Client, and each individually shall be referred to as “Party”. These Terms shall apply to any Work performed for Client where there is no applicable JAL.

### Cooperation and Participation

Andersen Tax LLC (“Andersen”) shall be entitled to rely on all information, decisions, and approvals provided by Client or Client’s advisors, consultants, employees, or legal counsel (collectively, “Client Agents”) as reliable, accurate, complete, and current. Client agrees to provide Andersen with timely information relevant to the Work that Andersen will provide or perform and agrees to provide Andersen with any reasonable assistance as may be required to properly perform the engagement. Client agrees to bring to Andersen’s attention any changes in Client’s information as originally presented as soon as such information becomes available. Client also agrees to bring to Andersen’s attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. Client shall not rely on any Work it believes or has reason to believe is based on incorrect or incomplete information that has been provided to Andersen by Client or Client Agents. Client’s management shall be solely responsible for applying independent business judgment with respect to Andersen’s Work, including decisions on implementation or other course(s) of action, and shall be solely and exclusively responsible for those decisions.

### Confidentiality

Andersen will maintain the confidentiality of Client information of a confidential nature (“Confidential Information”) using the same degree of care it uses in maintaining its own confidential information but in no event less than a reasonable degree of care. Client’s use of Andersen’s Work under this Agreement, except for copies of filed tax returns, shall in any event be restricted to the item’s stated purpose, if any, and otherwise to Client’s internal business use only. Andersen retains ownership of its workpapers and will keep copies of any Work performed for Client to support the Work performed for Client as required for internal record keeping purposes and for compliance with applicable law and professional standards. Andersen retains all rights to the ideas, tools, concepts, techniques, industry data and know-how used or developed hereunder subject to its confidentiality obligations. Notwithstanding anything herein to the contrary, no restriction in this Agreement is intended to be nor shall be construed as a limitation on the disclosure by Client of the tax treatment or tax structure of any transaction.

### Andersen Global

Andersen is the U.S. member firm of Andersen Global, a Swiss verein (“AG”) comprised of legally separate, independent member firms located throughout the world and which are listed at andersen.com (each, a “Member Firm”). Andersen is not responsible for or precluded in any fashion by the actions of any other Member Firm. Unless prohibited by applicable law, Andersen may provide Client information to other Member Firms as well as external third parties (“Vendors”) providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, “Process”) it in various jurisdictions in which they operate to facilitate performance of the Work, comply with regulatory requirements, assess client acceptance and continuance, check conflicts, provide financial, accounting and other administrative support services or for quality and risk management purposes. The Member Firms and Vendors shall be subject to confidentiality obligations substantially similar to those set forth herein.

### Data Protection

**1. Definitions.** The following terms shall have the meanings set out below and similar terms shall be construed accordingly: (A) “Applicable Data Protection Laws” means all applicable data privacy and security laws, legislation, regulations and regulatory guidance, each as updated or replaced from time to time. (B) “Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual or as other like terms are defined under Applicable Data Protection Laws, such as personal data and personally identifiable information. (C) “Data Subject” means a natural person or consumer whose Personal Information is processed and who receives rights and protections under Applicable Data Protection Laws. (D) “Receiving Party” means the Party receiving or being made available Personal Information from Disclosing Party under the Agreement. (E) “Disclosing Party” means the Party disclosing or making available Personal Information to the Receiving Party under the Agreement. All other terms used in this Agreement and not defined herein have the respective meanings ascribed to such terms and related terms under Applicable Data Protection Laws.

**2. Purpose of Disclosure.** Personal Information is disclosed under the Agreement only for the following limited and specific purposes: to provide tax, valuation, financial advisory, related consulting services and/or other similar services to its clients (“Permitted Purposes”). The Receiving Party may only use the Personal Information for the Permitted Purposes.

**3. Compliance with Applicable Data Protection Laws.** Receiving Party agrees to comply with, and provide the same level of privacy protection as required by, all Applicable Data Protection Laws in connection with Personal Information disclosed and received under the Agreement. Receiving Party shall notify Disclosing Party no later than five (5) business days after it makes a determination that it can no longer meet its obligations Applicable Data Protection Laws and this Agreement. Receiving Party grants Disclosing Party the right to take reasonable and appropriate steps to help ensure that Receiving Party uses the Personal Information transferred under this Agreement in a manner consistent with



Disclosing Party's obligations under Applicable Data Protection Laws. Disclosing Party has the right, upon five (5) business days' notice, to take reasonable and appropriate steps to stop and remediate Receiving Party's unauthorized use of Disclosing Party's Personal Information. Disclosing Party shall ensure that the Personal Information that is provided to Receiving Party by or on behalf of Disclosing Party and that Disclosing Party's instructions to Receiving Party regarding Receiving Party's use of the Personal Information do not breach Disclosing Party's obligations under Applicable Data Protection Laws or violate any consents provided by the applicable individuals with respect to their Personal Information.

**4. Notices and Consents.** If Disclosing Party is providing Personal Information about a Data Subject, Disclosing Party represents and warrants that it has provided all required privacy notices, information and disclosures to the Data Subject, including obtaining any consents necessary under Applicable Data Protection Laws, including explicit consents for any special categories of Personal Information and/or criminal convictions or offenses that include Personal Information, before disclosing the Data Subject's Personal Information to Receiving Party. Disclosing Party further represents that it will advise the Data Subject that his/her Personal Information will be used by Receiving Party in accordance with its privacy policy. If Andersen is the Receiving Party, its privacy policy is located at [www.andersen.com/privacy-notice-services](http://www.andersen.com/privacy-notice-services).

Disclosing Party further acknowledges and agrees that Receiving Party will retain any Personal Information that is provided to Receiving Party by or on behalf of Disclosing Party for the purposes and for the time periods described in the document retention policies applicable to Receiving Party and the other Member Firms and as may be required by laws applicable to Receiving Party and the other Member Firms.

#### **Electronic Communications**

The Parties agree to the use of e-mail, voice mail and other electronic methods to transmit and receive information, including confidential information, between the Parties and between Andersen and outside specialists or other entities engaged by either us or you. Andersen shall not be liable for any loss, damage, expense, inconvenience, or harm resulting from the loss, delay, interception, corruption, or alteration of any electronic communication due to any reason beyond our reasonable control.

#### **Taxpayer Privileges and Third Party Proceedings**

The Parties acknowledge that certain documents and other communications involving and/or disclosed to or by Andersen may be subject to one or more claims of privilege by or on behalf of Client (examples include but are not limited to the attorney-client privilege, if counsel is present, and the IRC §7525 tax-advisory privilege). Client is solely responsible for managing the recognition, establishment, maintenance, and/or waiver of these potential protections and for involving legal counsel as it deems necessary. In that regard, Andersen shall cooperate with Client's reasonable written instructions regarding same, unless prohibited by law or where Andersen has been requested by state or federal authorities not to divulge the existence of any legal process. In all events, Client agrees that Andersen shall have no obligation to identify or assert any claims of privilege on Client's behalf or to incur any legal expense defending against any demands of any party to produce Client documents or participate in any legal process.

Unless expressly provided for, Andersen's Work does not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Further, Andersen's costs, expenses and time spent in legal and regulatory matters or proceedings arising from this Agreement and with respect to which it is not a party and the Work is not at issue, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at Client's request, the request of a third party or by subpoena or equivalent, will be billed to Client separately at Andersen's then current rates. The terms of this paragraph shall also apply to any third-party proceedings that arise after the termination of this Agreement.

#### **Agreed Upon Scope of Work**

Andersen shall be obligated only for Work specified in the JAL referencing these Terms, and only for changes in such scope of Work as are set forth in writing and duly executed by the Parties hereto.

To the extent all specific details, including any changes in the scope of the Work, are not documented in the JAL, the Parties shall work diligently and in good faith to document them.

#### **External Factors and Standards of Performance**

Client acknowledges that the Work will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Evaluation of Andersen's performance of its obligations shall be based solely on its substantial conformance with this Agreement and any standards or specifications expressly set forth in this Agreement and all applicable professional standards, and any claimed nonconformance and applicability shall be clearly and convincingly shown. It is understood that unless Client and Andersen agree otherwise, in writing, Andersen shall have no responsibility to update the Work after its completion. Andersen reserves the right to in whole or in part decline to perform the Work if information comes to Andersen's attention indicating that performing such Work could cause Andersen to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.

#### **Business Risk Allocations**

The terms of this Business Risk Allocations section shall apply regardless of the nature of any claim asserted, including contract, statute, any form of negligence, tort, strict liability, or otherwise, whether of Andersen or any Beneficiary, and whether or not Andersen or any Beneficiary was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally judicially determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this Agreement and during any dispute between the Parties. In all events, any claim brought against Andersen with respect to Work under this Agreement shall be brought within twelve months from the date such Work has been completed, without regard to when such claim is discovered.

The liability of Andersen (which liability has been finally, judicially determined), relating to, in connection with, or arising from, these Terms, any JAL, and/or any Work shall in no event, except to the extent of the gross negligence or willful misconduct of Andersen, exceed the fees it receives hereunder for the portion of the Work giving rise to liability.

In no event shall either Party's liability to the other Party include any special, consequential, indirect, incidental, punitive or exemplary damages or loss, including regardless of whether they are direct or indirect, any lost profits, savings, or business opportunity.

Except to the extent of the gross negligence or willful misconduct of Andersen, Client shall and does hereby indemnify the affiliates, managing directors, directors and personnel of Andersen (the "Beneficiaries") and Andersen against all costs, losses, fees, expense, damages and liabilities, including reasonable attorneys' fees and defense costs, associated with any claim, civil or criminal action, and/or governmental investigation or inquiry, including any subpoena or other court process issued relating to, in connection with, or arising from, any Work for any engagement brought by any third party or by Client's Related Party Interests (as defined herein).

Client agrees that Beneficiaries who perform Work, shall not have any liability to Client relating to, arising from, or in connection with, any Work performed within the scope of their employment. Client therefore agrees not to bring a claim of **any nature** against Beneficiaries relating to, arising from, or in connection with the Work performed within the scope of their employment, except where such a claim cannot be excluded by law.

### **No Third Party Rights**

Except as explicitly provided in the Section below under Affiliates, the Work is only for the Client and no third party is an intended or implied third party beneficiary under this Agreement, nor is it entitled to have access to, rely on, or make any use of the Work. Any intent to benefit any third party is specifically disclaimed.

### **Affiliates**

Recognizing that at times Andersen's work may pertain not only to Client but also to a parent, various of its subsidiaries, other affiliates, advisors and contractors, or to family members or related trusts, partnerships, partners, companies, estates or foundations (collectively, "Related Party Interests"), and that one or more of these Related Party Interests may wish to rely upon the Work notwithstanding the fact that no third party rights are created under this Agreement, Andersen agrees that one or more of such Related Party Interests can utilize and rely upon the Work if and only if such Related Party Interests confirms in writing its or their agreement to the terms of this Agreement. Any such confirmation in writing shall be provided to the Andersen representative that signed the JAL. This Agreement is binding on Andersen and Client and on each of their respective successors, assigns, heirs, legatees and legal representatives.

For administrative reasons, Client may from time to time request that fees and expenses for Work performed for its international affiliates or at international locations be invoiced to Client or its designee there, in local currency. Client guarantees the timely payment of all such invoices by its affiliates. In addition, from time to time, a Member Firm, providing Work as a subcontractor to Andersen may bill Client directly for fees incurred for Work performed outside the US, in local currency or otherwise. In that event, such payment may be made directly to the Member Firm.

### **General Provisions**

Neither Party shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control. Client may not use Andersen's name or trademarks without Andersen's prior written consent, and unless expressly prohibited in writing by Client to Andersen, any use by Andersen of Client's name or trademarks shall only be in relation to the Work provided hereunder. Client shall in all events remain responsible for the care and control of its premises, for all internal books and recordkeeping, for establishing and maintaining effective internal control systems and for all management functions, responsibilities and decisions. This Agreement, including its formation and the Parties' respective rights and duties and all disputes that might arise from or in connection with this Agreement or its subject matter, and all claims arising out of Work provided pursuant to this Agreement, shall be governed by and construed in accordance with the laws of Delaware, without giving effect to conflicts of laws rules. The Parties (i) agree that any suit, action or proceeding arising out of or relating to this Agreement, a JAL or the Work will be brought solely in the state or federal courts of the State of Delaware, (ii) consent to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to arising out of this Agreement or the Work and (iii) waive any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court. Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship. Except as otherwise provided herein, neither Party shall assign any rights, obligations or claims relating to this Agreement. Andersen reserves the right to suspend Work where payment of an invoice is past due. This Agreement may be terminated at any time with or without cause by either Party, upon 30 days' prior written notice; however, Andersen reserves the right to immediately terminate this Agreement should Client not meet the requirements of Andersen's client acceptance process. In the event of such termination, Client shall pay Andersen for all Work rendered and expenses incurred by Andersen prior to the date of

termination. The JAL, including these Terms and any other incorporated attachments, sets forth the entire understanding between and among the Parties regarding the subject matter addressed therein, supersedes all prior and contemporaneous agreements, arrangements and communications and may not be modified or amended except by the mutual written agreement of both Parties, and which expressly references that it modifies this Agreement. Further, these Terms cannot be amended or waived except in a writing duly executed by an authorized signer for each Party. If any term hereof is found unenforceable or invalid this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. The Parties acknowledge and agree that this Agreement may be executed in separate counterparts (which when taken together shall constitute one and the same instrument) that are electronically signed and that any electronic signatures appearing in this Agreement shall be treated the same as handwritten signatures for all purposes, including validity, enforceability, and admissibility. Either Party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Andersen and Client each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement. Andersen is not a CPA firm or a public accounting firm.

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November 2023  
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