



TERMS & CONDITIONS FOR ADVISORY SERVICES

Effective October 4, 2021

In the course of delivering our advisory services (“**Services**”), HoganTaylor LLP (“HoganTaylor LLP,” the “Firm,” “we” or “us”) applies customary practices intended to provide these Services in a 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 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 Agreement, all Services that we provide to any client or third party (“Client” or “you”) are subject to the following terms, conditions, and limitations (these “Terms”). References to the “Agreement” mean the agreement describing the nature of our relationship with you and the Services provided in which these Terms are incorporated, including any arrangement letter.

1. DEFINITIONS Unless otherwise indicated in the Agreement, the following terms used in the Arrangement Letter have the following meanings ascribed to them.

1.1 “Authorized User” means your employees, consultants, contractors, and agents (i) who you authorize to access and use the Services under the rights granted to you under the Agreement and (ii) for whom access to the Services has been documented under the Agreement.

1.2 “Client Data” means all text, pictures, sound, graphics, video, data described in the Agreement and other data, documents and information you supply or we collect in connection with providing the Services, whether in existence as of the effective date or compiled thereafter in the course of providing the Services, excluding your contact information (“**Contact Information**”).

1.3 “Documentation” means any manuals, instructions, or other documents or materials listed in an Agreement 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.

1.4 “Firm Materials” means materials owned by, licensed to, or developed by us prior to, or independently from, the Agreement 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.

2. TERMS APPLICABLE TO ALL SERVICES

2.1 Scope of Services. Our Services will be limited to the Services specifically described in an executed Agreement. If you need Services beyond those specifically described in an Agreement, these additional Services would constitute either a separate Agreement 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.

2.2 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 provide us access to and permission to use all information, materials, internal resources, databases, facilities and personnel as reasonably necessary and proper as we may determine to complete and provide any and all Services set forth in an Agreement. 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.

2.3 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.

2.4 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. 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.

2.5 Confidentiality. We will maintain the confidentiality of your Confidential Information (as defined in our Privacy Policy (the "Policy")) as described in the Policy. By engaging us you specifically authorize the disclosures described in the Policy. In certain circumstances, information that you disclose to us could be the subject of a claim of privilege, but you must generally assert and maintain the privilege claim. If you have questions concerning the availability of any privilege or how and whether to assert a privilege, you should contact your legal counsel. We will use reasonable precautions to protect your Confidential Information, but we have no obligation to employ any measures not regularly employed by you in protecting your Confidential Information. Any Confidential Information we collect in connection with providing Services to you remains, and is treated by us as, your exclusive property. 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. . You agree that you will not provide us with any unencrypted electronic confidential or proprietary information, and both we and you agree to utilize commercially reasonable measures to maintain the confidentiality of your information, including the use of collaborate sites to ensure the safe transfer of data between parties. If you are concerned about the security of particular information, please contact us to discuss alternative arrangements.

2.6 Engagement of Other Parties. In performing Services, we may engage the services of other advisory firms, independent contractors, or other third-party personnel. Our engagement of any third party does not affect our obligations to you. You may be responsible for the payment and purchase or license of third party software, services, and other products, and your use of such third party software, services, and other products 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.

2.7 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 or a position reported on a tax return. Our Services under the Agreement 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. Services in providing Tax Advice or in preparing a tax return do not include representation in the event of an examination by the IRS or other tax authorities. We recommend that you retain competent legal counsel and investment advisers.

2.8 Possibility of Litigation. If a government agency or another authority adopts a position contrary to any analysis or conclusions in our advice, such as the IRS adopting a new position contrary to that taken on a tax return, 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.

2.9 Documents and Files. Upon your written request, we will return to you all original documents that you provided to us in connection with the performance of our Services. We may retain copies of these documents for our files. Further, in addition to providing you with the deliverables set forth in the Agreement, 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 your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to the Agreement. We will not host, and will not accept responsibility to host, any of your records, unless we have been specifically engaged to perform hosting services. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies. We reserve the right to destroy or otherwise dispose of any Client Data or other materials provided to us in our possession ninety (90) days after the termination of our relationship. The Firm files will be retained, stored or destroyed by us in accordance with our then effective document retention policies and procedures.

2.10 Work Product. We will deliver to you the items expressly enumerated in the Agreement. The Firm shall be deemed the sole author and owner of all Firm Materials. 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 Agreement are owned exclusively by us or our licensors. Except as provided in an Agreement, you are not granted any rights in the Services, express or implied, or ownership in the Services 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 Updates. While we are providing Services to you, we may update the Services, our Privacy Policy and 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.

2.16 Audits. We or our nominee (including its affiliates and auditors) may inspect and audit your use of the Services at any time during the term of an Agreement and for one (1) year following the termination or earlier expiration of such Agreement. You shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of us with respect to such audit. If the audit determines that your use of the Services exceeded the usage permitted by the Agreement, you shall pay us all amounts due for such excess use of the Services, plus interest on such amounts. If the audit determines that such excess use equals or exceeds 10% of your permitted level of use, you shall also pay us all costs we may incur in conducting the audit. You shall make all payments required under this Section 2.14 within ten (10) business days of the date of written notification of the audit results. We reserve the right to exercise any other rights or options available to us under the Agreement or these Terms resulting from any other issues identified during the course of the audit.

2.17 Nonsolicitation. During the term of this Agreement and for one year after the termination or expiration of this Agreement (the “Restricted Period”), Company 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. Company acknowledges and agrees that any loss or injury from Company’s breach of this nonsolicitation provision is incapable or unreasonably difficult of precise estimation or determination. Accordingly, in the event of Company’s breach of nonsolicitation provision, Company 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 Company’s breach (“Liquidated Damages”). Company further acknowledges and agrees that the Liquidated Damages bear a reasonable relation to HoganTaylor’s probable loss in the event of Company’s breach of this nonsolicitation provision.

3. GENERAL BUSINESS TERMS

3.1 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.

3.2 Fees and Billing. Payment is due as outlined in the Agreement and in no event later than thirty (30) days thereafter; whereupon we reserve the right to charge interest on amounts overdue at the rate of fifteen (15%) per annum from date of invoice. You may at any time request details regarding any matter, specifying the individuals involved, their positions, the hours and work performed and an itemization of other charges. If we agree in writing to look first to your customer or insurer to pay our fees and charges, the obligation for payment of our fees is your ultimate responsibility and you nonetheless guarantee such

payment will be made within thirty (30) days of invoice date. Fees and other charges incurred in connection with our representation are not contingent upon the successful completion of any project. You agree to pay or reimburse us for all sales, use, transfer, privilege, excise, and all other taxes and all duties, if any, which are levied or imposed by reason of our performance under an Agreement; excluding, however, income taxes on profits which may be levied against us. Our fees and expenses will be billed on a regular basis. Each invoice is payable upon receipt of the invoice. If you believe that any invoice is incorrect or if you wish to dispute any invoice, you must notify us in writing within 60 days of your receipt of the invoice. We reserve the right to charge interest on any invoice that is not paid within 30 days of the invoice date.

3.3 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.

3.4 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.

3.5 Termination. Unless set out otherwise in the Agreement, you may terminate the Agreement at any time by written thirty (30) days' notice to us. Subject to any restrictions imposed by applicable ethical rules, we may terminate the Agreement at any time upon written notice to you. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination. If you terminate any Agreement after we have commenced performing Services under a fixed fee arrangement, you will be obligated to pay us the entire fixed fee upon termination. When an Agreement has been suspended at your request and work under that Agreement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate the Agreement without further obligation to you. Resumption of work following termination may be subject to our client acceptance procedures and, if resumed, a new Agreement (which may vary

from the previous Letter in scope, timing, and/or fees or other elements) would need to be mutually agreed upon and executed. 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.

3.6 Survival of Provisions. All provisions of these Terms will survive the termination or cancellation of the Agreement, except that (i) we will not have any obligation to provide Services after termination and (ii) except as provided in an Agreement you will not have any obligation to pay us for any Services that we perform after termination.

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

3.8 Amendments, Waivers and Consents. These Terms and the Agreement may not be amended except by our mutual written agreement. No waiver of any breach of these Terms or the Agreement 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.

3.9 Assignment; No Third Party Beneficiaries. You may not assign the Agreement, our Privacy Policy or these Terms to any other party without our prior written consent. These Terms and the Agreement will be binding on our and your respective successors and assigns. Except as may be expressly provided in the Agreement, there are no third party beneficiaries to the Agreement or to these Terms.

3.10 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 Agreement including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. 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 MERCHANT ABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.**

4. LIABILITY AND DISPUTE RESOLUTION

4.1 Indemnification for Breach. Subject to the provisions of paragraph 4.2, each party will indemnify the other for any loss, liability, or obligation arising out of or relating to the indemnifying party's gross negligence or willful misconduct. Because we rely on you to discharge the foregoing responsibilities, you agree to hold harmless and release HoganTaylor LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the your management that has caused, in any respect, HoganTaylor LLP's breach of contract or negligence. This provision shall survive the termination of any Agreement.

4.2 Opportunity to Cure and Liability Limitations. In the event that we fail to meet our obligations under the Arrangement Letter or these Terms, you must notify us in writing and provide us with the opportunity to re-perform the Services. If the Services cannot be re-performed, or if reperformance will not cure the breach, then your remedy will be for us to refund our fees relating to these Services up to the amount of your direct damages caused by our failure to meet our obligations as determined by a court of law. In no event will our liability for any claim, whether in contract, in tort, at law, or in equity, arising out of or relating to our failure to meet our obligations under the Agreement or these Terms exceed the amount of our fees actually paid to us under the Agreement. Unless otherwise prohibited by applicable law, we shall have no liability with respect to our obligations under an Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages, including without limitation any loss of profits, revenue, sales, data, data use, goodwill, or reputation, even if we have been advised of the possibility of such damages.

4.3 Time Limitation on Claims. Except where prohibited by law, no claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under the Agreement may be brought by either party (i) more than 24 months after the party first knows or has reason to know that the claim or cause of action has accrued or (ii) more than 60 months following the completion of the Services under the Agreement. This paragraph may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

4.4 Effect on HoganTaylor LLP. The provisions of paragraphs 4.1 and 4.2 will not limit the obligations or liability of HoganTaylor LLP under any separate agreement for the provision of accounting or attest Services.

Any obligations to indemnify HoganTaylor LLP are not applicable to publicly traded companies unless otherwise indicated.