

June 1, 2026

To the Board of Education and Management
Harrisville Central School District
14371 Pirate Lane
Harrisville, NY 13648

Dear Board of Education and Management:

The purpose of this agreement, including the "Terms and Conditions" which are attached hereto and made part hereof (collectively, the "Engagement Letter"), is to document the understanding related to services between Bowers & Company CPAs PLLC (the "Firm") and Harrisville Central School District (the "District" or "Client").

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of Harrisville Central School District as of and for the year ended June 30, 2026. We will also audit the financial statements of the extra classroom activity funds, including the disclosures to the extra classroom activity funds financial statements, which collectively comprise the extra classroom activity fund financial statements of Harrisville Central School District as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Harrisville Central School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Harrisville Central School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget (Non-GAAP Basis) and Actual - General Fund
- Schedule of District's Proportionate Share of the Net Pension Asset (Liability) - NYSLRS Pension Plan
- Schedule of District's Contributions - NYSLRS Pension Plan
- Schedule of Changes in the District's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Harrisville Central School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Change from Adopted Budget to Final Budget and the Real Property Tax Limit - General Fund
- Schedule of Capital Projects Fund - Project Expenditures and Financing Resources
- Combined Balance Sheet - Non-Major Governmental Funds
- Combined Statement of Revenues, Expenditures, and Changes in Fund Balances - Non-Major Governmental Funds
- Net Investment in Capital Assets

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

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

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

We have identified the following significant risks of material misstatement as part of our preliminary audit planning, which the first two listed are presumptive significant risks related to all audit engagements as required by the related Statements on Auditing Standards:

- Management override of controls
- Improper revenue recognition due to fraud
- Limited segregation of duties due to small size of District and available staffing within the business office
- Errors in preparing and presenting financial statements and related disclosures
- Poor cash flow management, resulting in liquidity problems

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Harrisville Central School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of Harrisville Central School District in conformity with accounting principles generally accepted in the United States of America based on information provided by you and perform other bookkeeping services to support the preparation of the financial statements. Such bookkeeping services may include maintaining fixed asset and related depreciation records, preparation and maintenance of lease schedules, and other non-attest services to support the preparation of the financial statements. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Board of Education; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bowers & Company CPAs PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the United States Education Department (ED) for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bowers & Company CPAs PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the ED for audit or its designee or pass through entity. If we are aware that a federal awarding agency, pass through entity or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Elizabeth Bush is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately August 17, 2026, and to issue our reports no later than October 15, 2026.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report production, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses, will not exceed \$27,900, plus an additional \$500 for the maintenance of lease schedules and \$500 for the maintenance of capital asset depreciation schedules. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. In the event certain circumstances, as listed in Appendix A, arise during the engagement, our agreed upon fees will be affected and additional fees may be assessed. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. All matters related to the District's adoption of new accounting standards will be accounted for and billed separately. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Invoices not paid within 30 days after the invoice date will accrue interest of 12% APR. Client shall also pay all costs of collection including reasonable attorney fees, including those incurred on appeal and in bankruptcy.

As an attest client, Bowers & Company CPAs PLLC cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the AICPA Code of Professional Conduct. Harrisville Central School District is responsible for maintaining its own data and records.

ShareFile is used solely as a method of exchanging information and is not intended to store Harrisville Central School District's information. At the end of the engagement, Bowers & Company CPAs, PLLC will provide Harrisville Central School District with a copy of deliverables and data related to the engagement from ShareFile.

Alternative Practice Structure

Bowers & Company CPAs PLLC and Bowers Advisors, LLC practice as an alternative practice structure in accordance with the AICPA Code of Conduct and applicable law, regulations and professional standards. Bowers & Company CPAs PLLC is a licensed CPA firm that provides attest services to its clients. Bowers Advisors, LLC is not a licensed CPA firm. Pursuant to an administrative services Agreement ("ASA"), Bowers & Company CPAs PLLC leases professional and support personnel from Bowers Advisors, LLC to perform services in support of Bowers & Company CPAs PLLC's attest services for its clients. These leased employees are under the direct control and supervision of Bowers & Company CPAs PLLC, which is solely responsible for the professional performance of the services under this engagement letter.

Bowers & Company CPAs PLLC and Bowers Advisors, LLC shall comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure and applicable federal, state and local rules with respect to the confidentiality of client information. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, Bowers & Company CPAs PLLC and Bowers Advisors, LLC will not disclose confidential client information without client consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. Bowers & Company CPAs PLLC and Bowers Advisors, LLC utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

In connection with the alternative practice structure, Bowers Advisors, LLC maintains custody of client files for Bowers & Company CPAs PLLC. Client hereby consents to Bowers & Company CPAs PLLC and Bowers Advisors, LLC sharing client information with the other firms in the alternative practice structure for the purpose of performing the services for which they are engaged.

Reporting

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose.

If during our audit we become aware that Harrisville Central School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Authorization

This Engagement Letter sets forth the entire understanding between Harrisville Central School District and Bowers & Company CPAs PLLC regarding the services described herein and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us. We appreciate the opportunity to work with Harrisville Central School District and assure you that this engagement will be given our closest attention.

Very truly yours,

Bowers & Company CPAs, PLLC

Bowers & Company CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Harrisville Central School District.

Robert Finster

Management Signature: _____

Title: _____ Superintendent

Date: _____ 06/10/2026

Robert Finster

Governance Signature: _____

Title: _____ Superintendent

Date: _____ 06/10/2026

Appendix A

Circumstances Affecting Timing and Fee Estimate

The fee quoted for the audit is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually requires reassignment of personnel used in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Bowers & Company CPAs PLLC may incur significant unanticipated costs. The audit start date will be agreed upon with management.
2. All audit schedules are (a) not provided by you on the date requested, (b) not completed in an appropriate format or mathematically correct, or (c) not in agreement with the appropriate records (e.g., general ledger accounts, source documents, confirmations).
3. If all requested information is not provided by the date requested, additional fees at standard hourly rates will be charged for all work performed after the scheduled fieldwork dates.
4. Weaknesses or significant changes in the internal control structure or systems.
5. Necessary changes to management prepared financial statements.
6. Significant new issues or changes as follows:
 - a. Significant new accounting standards or issues that require an unusual amount of time to adopt or resolve,
 - b. Significant changes or transactions that occur prior to the issuance of our reports,
 - c. Significant changes in auditing requirements set by regulators.
7. Significant delays in your assistance in the engagement or delays in reconciling variances as requested by Bowers & Company CPAs PLLC.
8. All invoices, contracts, or other documents, which we will identify, are not located by your personnel or made ready for our easy access.
9. Significant level of proposed adjustments identified during our audit.
10. Changes in audit scope caused by events that are beyond our control.
11. Untimely payment of our invoices as they are rendered.
12. Delays in engagement continuance due to outside parties including attorneys and lending institutions.
13. Additional major funds that you choose to report which do not qualify as a major fund in accordance with Government Accounting Standards Board Statement No. 34.

Terms and Conditions

1. **General.** These Terms and Conditions shall; (i) govern the letter of engagement (the "Engagement Letter"; the letter of Agreement (the "Letter Agreement") or Statement of Work ("SOW") referencing it or attaching it (the Engagement Letter, Letter Agreement and SOW are collectively referred to herein as the "Agreement"); and/or (ii) apply to (x) all services Bowers & Company CPAs PLLC ("Bowers CPA") or Bowers Advisors, LLC ("Bowers Advisors") performs at Client's request (the "Services") even if such Services are not expressly covered by an Agreement; and (y) the relationship between Bowers Advisors and Client. To the extent there is any conflict or inconsistency between the Terms and Conditions and any Agreement, unless otherwise agreed to in writing, the Terms and Conditions shall prevail.

2. **Termination.** Bowers CPA's engagement ends on the earlier of termination (including without limitation, Bowers CPA's resignation or declining to issue a deliverable) or Bowers CPA delivery of the last deliverable hereunder. Each party shall have the right to terminate the Agreement at any time, with or without cause, by giving written notice to the other party. If the Agreement terminates or is terminated while one or more SOWs remain outstanding, the terms of the Agreement shall continue to govern the SOW, and the entire Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the work thereunder. In addition, Bowers CPA may terminate the Agreement and/or any SOW immediately if Bowers CPA reasonably determines that it must do so in order to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises) or non-payment of our invoiced fees and costs, your inability or unwillingness to fulfill your obligations to us as described above, including the provision of documents or other information in a timely fashion, or if, in the sole discretion of the terminating party, any continuation of the engagement would be contrary to law or professional standards, or otherwise harmful or improper. If the Agreement and/or any SOW is terminated, Client agrees to compensate Bowers CPA for the Services performed, and expenses incurred through the effective date of termination. Any legal action or proceeding asserting a claim against Bowers CPA arising out of or relating to this engagement shall be asserted within ONE (1) YEAR from the termination of Bowers CPA engagement hereunder.

3. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless Bowers CPA and its members, partners, employees, contractors and agents from and against any and all third-party claims, liabilities, or expenses relating to the Services in contract, statute, or tort. Client further agrees to release, indemnify and hold harmless Bowers CPA from any liability and costs relating to the Services attributable to any misrepresentations made by Client or to inaccurate or incomplete information provided by Client to Bowers CPA. Except to the extent finally determined to have resulted from Bowers CPA gross negligence or intentional misconduct, Bowers CPA liability shall not exceed the aggregate amount of fees paid by Client to Bowers CPA during the 12 months preceding the date of the claim pursuant to the applicable Agreement or such other work performed outside an Agreement, under which the claim arose.

4. **Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breach this Agreement for failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

5. **Dispute Resolution Methods.** If any dispute, controversy or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from the receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) for the Resolution of Accounting Firm Disputes. No prehearing discovery will be permitted unless specifically authorized by the arbitration panel. The arbitration hearings will take place in the city closest to the place where this Agreement was performed in which the AAA maintains an office, unless the parties agree to a different locale.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that the event of a dispute over fees charged by the accountant, each of us is giving up the right to have a dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

6. **Third Parties and Use and Reliance.** All Services hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between Bowers CPA and any person or party other than you and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables hereunder and Bowers CPA expressly disclaims any responsibility, duty or liability to any third parties.

7. **Waiver of Certain Damages.** In no event shall Bowers CPAs be liable to you or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether you were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

8. **Limitations on Detection of Fraud.** We have advised you of the limitations of the engagement regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We are able to perform, as a separate engagement, extended procedures specifically designed to

detect defalcations; however, you have declined to engage us to do so at this time.

9. Use and Reliance/Ownership of Work Papers. The work papers prepared pursuant to the Agreement (i.e., Bowers CPA's internal documentation to substantiate the Services) are the property of Bowers CPA. Such work papers, constitute confidential, proprietary and trade secret information, and will be retained by Bowers CPA in accordance with our policies and procedures and all applicable laws.

You agree to assume full responsibility for maintaining your original data and records and that Bowers CPA's has no responsibility to maintain this information. you agree that you will not rely on Bowers CPA's to provide hosting, electronic security or backup services, e.g., business continuity or disaster recovery services, to you unless separately engaged to do so. You understand that your access to data, records, and information from servers and portals used to exchange information can be terminated at any time and you will not rely on using this to host your data and records.

You additionally acknowledge that as a condition of our Agreement to perform attest services, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the work performed and in written representations provided to us at the completion of the engagement.

In the event that the Services involve protected health information ("PHI") the use and security of such PHI is the responsibility of Client and shall be addressed in the business associate agreement provided by you and executed separately ("BAA"). The BAA will be incorporated into and made a part of these terms and conditions.

10. Limitation on Oral and Email Communications; Written Advice. We are available to provide you with business advice, but we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

11. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. The Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

12. Subpoenas. If Client requests Bowers CPA to object to or respond to, or Bowers CPA receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request of or legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, Client agrees to compensate us for all time Bowers CPA expends in connection with such response, at our regular rates, and to reimburse Bowers CPA for all related out-of-pocket costs (including outside lawyer fees) that we incur.

13. Email Communications. In connection with the Agreement and this engagement, we may communicate with you or others via email transmission, and by signing this letter, you authorize us to do so. Any preliminary conclusions that may be provided in an email are superseded by any final work product. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability of any loss or damage to any person or entity

resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

14. Use of Deliverables and Drafts. You agree you will not modify any deliverables or drafts prepared by Bowers CPA for internal use or for distribution to third parties. You also understand that Bowers CPA may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of the engagement. You may make copies of our report, but only if the entire financial statements (exactly as attached to our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of our engagement.

15. External Computing Options. If, at the Client's request, Bowers CPA agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of Bowers CPA's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, Bowers CPA disclaims and waives, and the Client releases Bowers CPA from any and all liability arising out of or related to the use of such External Computing Options.

16. Electronic Transmissions. The Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, the Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to the Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating the Agreement and binding the party providing such electronic signature.

17. Electronic Sites and Use of Bowers CPA. You agree to notify us if you desire to place our report(s), including any reports on your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc. on an electronic site. You recognize that we have no responsibility to review information contained in electronic sites.

Any time you intend to reference Bowers CPA's in any manner in any published materials (including on an electronic site) you agree to provide us with draft materials for review and approval before publishing or posting such information.

18. Severability. If any portion of the Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the Agreement shall remain in full force and effect.

19. Independent Contractor. Bowers CPA is providing the Services to Client as an independent contractor. Bowers CPA's obligations to Client are exclusively contractual in nature. The Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither Bowers CPA nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or

agent of the other except as otherwise agreed in writing between the parties.

20. Independence. Professional standards require that Bowers CPA and its covered members maintain independence throughout the professional engagement period. In order to preserve our independence, you agree you shall not solicit Bowers CPA or Advisors staff for employment.

If you find it necessary to make an offer of employment and if it is accepted during the term of the engagement and for a period of 18 months after Bowers CPA's stops providing Services, you will inform the engagement partner prior to entering into any substantive employment discussions.

You additionally agree that we will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to our personnel commencing employment with you. Provided; however, you shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position you advertise in the form of a general solicitation not delivered to or focused upon any single individual.

21. Confidentiality. Each of the parties hereto shall treat and keep any and all of the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of the Agreement and all information provided pursuant to the Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party.

22. Disclaimer of Legal or Investment Advice. Our Services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than we do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

23. Governing Law and Jurisdiction. The terms of this engagement letter and all related matters shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law principles, provisions or rules relating to conflicts of laws that would require the laws of another jurisdiction to apply.

24. General. Client may not assign or transfer the Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to the Agreement, any Services provided thereunder or any fees for Services to anyone, by operation of law or otherwise, without Bowers CPA's consent. Bowers CPA may assign the Agreement, including all the rights and benefits thereunder to any affiliate or to an acquirer or successor to its business, or purchaser of all or substantially all of its assets. Stock or interests, or in the event of a reorganization or restructuring and by Client's signature hereto, Client consents to such assignment and the transfer of Client's files and information.

25. Entire Agreement; The Agreement sets forth the entire Agreement between the parties with respect to the subject matter herein, superseding all prior Agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. The Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.