

Engagement Letter and General Terms & Conditions

Dear Client,

The purpose of this letter is to set forth our understanding of the scope of services to be provided to you by Polymath Principal Partners, LP (“P3 Capital”) and its affiliates. Acceptance of the terms and conditions contained in this letter constitute a binding written agreement between the parties in connection with the performance of certain professional services as directed by you. Typically, you will not receive a new engagement letter for a new matter in the future.

Purpose, Scope and Output

Client hereby engages P3 Capital with its principal offices located at 1765 Greensboro Station Place, Tower 1 Suite 900, McLean VA 22102 to provide certain services, as further described in the firm’s **Standard Fee Schedule**, in accordance with the terms and conditions contained herein (collectively with any and all schedules and exhibits attached hereto, this “Agreement”). Pursuant to this agreement, P3 Capital reserves the right to perform services directly, indirectly or collectively with third-party vendors as further described in the firm’s **Third Party Disclosure**. Furthermore, certain types of services, as noted in the firm’s **Standard Fee Schedule** may require the execution of supplemental engagement agreements. For example, services related to Investment Management require the execution of a supplemental **Investment Management Agreement**.

Additional Services

Only the services specifically described in the **Standard Fee Schedule** are included. If there is additional work that you wish us to carry out which is not listed in the **Standard Fee Schedule**, any additional work shall be quoted to you before the commencement of said additional work. Once the scope of additional work is agreed upon, we will issue an Addendum to this agreement and will ask you to sign the new agreement before we commence the new work.

Furthermore, Client agreed that if an unanticipated need arises this additional work will be performed only after arriving at a mutually agreed-upon price and an additional transaction agreement is accepted. Unless otherwise agreed, all additional services will be invoiced in accordance with our firm’s standard hourly rate of \$450.00 USD.

Fees and Compensation

Unless otherwise indicated, fees for services provided in this engagement are based on the rates contained in the firm’s **Standard Fee Schedule**. Rates are subject to periodic adjustment and where indicated as estimates, with actual fees varying based on the time, transaction size, complexity and personnel involved in the performance of the requested engagement. Typically, billable time spent may include all telephone calls (included voice messages), conferences, research, preparation, and drafting of any work product or correspondence.

Period of Engagement

This engagement starts on and is valid until it is ended by mutual agreement or superseded by a newer engagement. We will not deal with earlier periods unless you specifically ask us to do so and we agree. You or we may agree to vary or terminate this agreement at any time without penalty. Notice of variation or termination must be given in writing. Upon termination, you agree to pay us for any work performed up to your notice of cancellation as previously agreed among

us, or otherwise at our then current rates, that has not yet been paid. We may use any deposits or payments already received and apply them to your account in satisfaction of any amounts owing at the time of termination.

Confidentiality; Our Proprietary Information

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required by law. or with P3 Capital's express written consent. This applies even if you are no longer a client. We are committed to safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect it. However, we may be required by law to disclose what may otherwise be considered confidential information of yours if requested by the IRS or federal government, or if you disclose that information to a third party.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry. If your business or industry requires greater privacy or security protections than those provided in this Agreement, it is your responsibility to ensure that your disclosure of information to us is in compliance with such requirements, and you agree to indemnify and hold us harmless in connection with any claims arising from your failure to do so.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Non-Solicitation

During the period of this agreement and for thirty-six (36) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement. If Client breaches this provision, it shall promptly pay to P3 Capital, as liquidated damages and not as a penalty, an amount equal to 250% of the employee's or subcontractor's total annual compensation based on the annualized run rate which was in effect immediately before the termination of their employment or engagement.

Indemnification

Client agrees to indemnify P3 for any monetary losses, including attorney's fees, caused in whole or part, by your negligence, dishonest intentional act, or failure to meet or fulfill the obligations outlined in this Agreement.

Limitation of Liability

By accepting and signing this Agreement, Client agrees that any liability of P3 Capital arising from the services performed shall be limited to the fees which you pay us for the performance of this engagement. You agree that this will be your only remedy and you hereby waive any other claims you may have for actual, incidental, and consequential damages including, without limitation, lost profits and third-party claims.

Accuracy of Information Provided

Our engagement is limited to the period and the professional services indicated herein for the specified period. We will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. We may inform you of any matters that come to our attention.

Invoicing and Payment

Services shall be billed in accordance with the terms and contained herein and further described in the firm's **Standard Fee Schedule**. Our professional fees will be based on our standard billing rates, plus direct out-of-pocket expenses and applicable federal, state or local tax, and are due when rendered. Fees for Investment Management Services are further described in the firm's **Standard Fee Schedule** and **Investment Management Agreement**. For all non-investment services, invoices will be submitted in accordance with the terms described in the firm's **Standard Fee Schedule**.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, the client agrees to reimburse us for our costs of collection, including lawyers' fees.

Governing Law; Venue; Attorney's Fees

This Agreement will be governed by the laws of the state where the office of P3 Capital that primarily provides the services under this Agreement is located, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in the state referenced in the foregoing sentence, and both parties irrevocably consent to the jurisdiction of such courts.

If either party brings an action against the other concerning the outcome, quality or timeliness of our performance of services or other matters related to this engagement, the party who prevails shall be entitled to recover her/his/its attorney's fees or, if applicable, her/his/its professional liability insurer's attorney fees and costs incurred in defending such suit.

Assignment

Except as otherwise stated in the firm's **Investment Management Agreement**, P3 Capital may assign or delegate any of its rights or obligations under this Agreement without written consent.

Inurement

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

Enforceability

If any provision of this Agreement is found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision will be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed in the Agreement.

Waiver

The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

Method of Notice

All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon delivery of electronic mail, facsimile or personal delivery or if sent by mail seventy-two (72) hours after deposited in the United States mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed to the most recent address of record as indicated by Client and P3 Capital until such time as another address is given by notice pursuant to this provision.

Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Relationship between the Parties

The performance by P3 Capital of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between P3 Capital and Client, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.

Entire Agreement

This Agreement and any schedules or exhibits contained herein constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance

and/or usage of the trade inconsistent with any of the terms hereof. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Acknowledgment of Terms of Engagement

By signing below, I confirm that I understand and agree to the terms and conditions as described in this engagement letter.

Client Name

Signature

Signature

Address

Address

Social Security or Tax I.D.

Social Security or Tax I.D.