

Entity Support

Engagement Terms

Thank you for retaining Advisor Legacy to assist you in this matter. This agreement for services between you and Advisor Legacy outlines our understanding of the terms and objectives of this engagement and explains the nature and limitations of the services that we will provide.

Nature, Purpose, and Objective

This letter agreement confirms that you have retained Advisor Legacy to provide consulting services in connection with your financial advisory practice. Any documents produced by Advisor Legacy should not be used for any purposes other than as explicitly discussed or contemplated by us and you during our engagement. An engagement for a different purpose, or under a different standard of value or for a different calculation date could result in a material difference. Use of the deliverable for any purpose except that as set forth above shall constitute a material breach of this agreement.

Scope of the Engagement

It is agreed that you understand the scope of our work, including the approaches and methods that we will use, and the extent of the procedures that we will perform. That scope will be consistent with the summary of services applicable to the products and/or services that you have selected through our website, as updated from time to time in our sole discretion. We reserve the right to terminate or modify this engagement at any time should you seek to expand the scope of services hereunder in any way that is inconsistent or in addition to the scope of services set forth on our website with respect to the products and services that you have selected and/or that have otherwise been memorialized in writing between us.

Throughout the course of our engagement, we will not perform an analysis of your practice's balance sheet, specifically with regards to any cash on hand or in the bank, marketable equity securities, accounts receivable and payables, income and payroll taxes, debt, contingent liabilities and an analysis of stockholder's or owner's equity. We will not be responsible for providing such

an analyses, and the calculated value determined is exclusive of any type of consideration to this information.

In connection with the agreed scope of services hereunder, it may be necessary or prudent for you to retain legal counsel in connection with certain activities related to the consulting and planning services that we will provide. We have established relationships with preferred legal providers for such services and we will introduce you to those legal providers. However, you and we, acknowledge and agree that should you retain legal counsel in connection with our relationship, your relationship with your attorneys will be on terms and conditions as set forth in your engagement letter with such attorneys and nothing herein shall modify or impact your relationship with your attorneys, which shall be subject exclusively to the terms of any engagement letter between you and them.

Our Responsibilities, Representations, and Limitations

We have no financial interest or contemplated financial interest in the business or property that is the subject of this engagement, and we have no personal interest or bias with respect to the parties involved. Our compensation is not contingent on an action or event resulting from the analyses or calculations therein, or the use of, this engagement.

We will take whatever actions are necessary or appropriate for us to conduct the service, but we will keep you informed of our actions and progress throughout this engagement. If for any reason we are unable to complete the calculation engagement, we will not issue a report as a result of the engagement. We will resign from the engagement if we determine that continuing or completing the engagement will involve a breach of our ethical or professional standards.

This engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist nor will we be responsible for the impact on our services of incomplete, missing, or withheld information or mistaken fraudulent data provided from any source or sources.

If we receive a summons, subpoena, or court order to disclose such confidential information, we will provide you with prompt notice of the summons, subpoena, or court order and shall seek to protect such confidential information from disclosure to the full extent provided under the law. We will cooperate with you in response to any summons, subpoena, or court order, but it is agreed that we will be reimbursed for any time and expenses associated with the defense of the confidentiality of your information and/or our work product. We will, nevertheless, have no liability to you, your Company, or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or nonjudicial forum or of any regulatory agency or similar instrumentality. Per the terms of this agreement, neither our calculation of value nor the scope of our work provides U.S. federal tax advice. Our calculation of value and/or report cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or

recommending to another party any transaction or matter based on our calculation of value and/or report.

Per the terms of this agreement, neither our documents nor the scope of our work provides U.S. federal tax advice. Our documents cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or recommending to another party any transaction or matter based on our calculation of value and/or report.

Client Responsibilities and Representations

You agree to provide promptly, upon request, all financial and nonfinancial information and documentation reasonably deemed necessary or desirable by us in connection with this engagement. You agree that we may rely upon such information and documentation without independent investigation or verification.

You agree that all data (including electronic formats) is considered work product and contains information that may be protected by various legal privileges. You understand and agree that it is your duty to protect this data by objecting to its production in discovery and obtaining appropriate protective orders.

It is understood that any reports or other documents produced by us will not be provided to any parties except management and its representatives. It is further understood that our report is solely for the use of management and that our report may not be reproduced, distributed, or extracted in whole or in part without our express written permission. If we grant such limited permission in this letter or elsewhere, and you reproduce any portion or all of our report, we must approve the master or printer's proofs of the report before they are published.

You agree that possession of the work papers or other written documentation regarding the engagement does not carry with it the right of publication of all or part of it, nor may it be used or relied upon without previous written consent for any purpose other than that set forth above. No third parties are intended to be benefited. Schedules, information, and other work papers developed during this engagement by us or supplied by you are deemed to be the sole property of Advisor Legacy.

Conflicts

We have undertaken a reasonable review of our records to determine if we have professional relationships with the person(s) identified in this letter. We are not aware of any conflicts of interest or relationships that would, in our sole discretion, preclude us from performing the above work for you or your practice.

Fees

The fee for this service will be the fee that is currently set forth on our website for the service or services that you have selected, which may be updated or amended from time to time in our sole discretion. (This may not reflect additional discount codes that were applied.)

Our fees assume, among other things, that all services rendered to us to you, or by any third parties whom you engage to provide support services in connection with our engagement, will be in respect of the scope of services outlined for the products and services you have selected from our website and not materially different from that scope of services, as determined in our sole discretion. Further, our fees assume that we do not encounter any unforeseen difficulties and/or information discrepancies, and that sufficient, relevant information is available to complete the procedure. If we encounter any such difficulties, the scope and, therefore, the fee for our work may change, and we will notify you immediately.

Indemnification and Hold Harmless

The obligations of us are solely our obligations, and no officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever to any person, nor will any such claim be asserted by, or on behalf of, any other party to this agreement or any person relying on this report.

Disputes/Legally Binding Contract

This letter agreement is a legally binding contract between you and Advisor Legacy and will be binding upon, and inure to the benefit of, respective heirs, assigns, successors-in-interest, and legal representatives (as applicable). It may not be amended without the prior written consent of both parties.

All claims, disputes, and other matters in question between you and Advisor Legacy arising out of, or relating to, this engagement letter or its breach shall be decided by arbitration in the State of Michigan, or you may serve or be served upon by certified mail a written demand that the dispute, explaining in detail its nature, be submitted to arbitration. Within 60 days after service of such demand, each of us shall appoint a neutral arbitrator from the approved list of mediators and arbitrators appointed by the Court of local jurisdiction.

If either of us fails within the specified time to appoint an arbitrator, the single arbitrator appointed will have the right to decide alone, and his or her decision will be binding on both of us. The two arbitrators appointed shall select and appoint an independent third arbitrator. The decision of two arbitrators in writing under oath shall be final and binding upon us. The arbitrators shall decide the total of the expenses, including reasonable attorney's fees, and award

them to the prevailing party. If the two arbitrators appointed by us fail to agree upon a third arbitrator within 30 days after their appointment, then either of us may apply, upon notice to the other, to any court of competent jurisdiction for the appointment of a third arbitrator, and any such appointment shall be binding upon us.

Judgment on the arbitrators' decision, including the decision on who is to pay expenses, may be entered by a court of competent jurisdiction in the State of Michigan. Our maximum liability to you or your practice for any reason relating to services rendered under this letter shall be limited to the amount of fees paid for these services. In no event shall we be liable for consequential or any other type of damages.

Delivery and Timing

Our ability to deliver a report is dependent upon our timely receipt of the required information. We will use our best efforts to meet any reasonable time requirements. We will ask that you keep us informed and coordinate our schedules for important dates, such as important meetings or discussions regarding the potential sale of your practice.

Termination

If the calculation engagement is terminated prior to completion of our report, we will bill for services rendered to the date of termination, which will be due upon presentation. Failure to make the payments required by this agreement or failure by you to comply with the terms of this agreement will give us the sole option to terminate this agreement.

Acceptance

You acknowledge having read this agreement in its entirety, having had full opportunity to consider its terms, having had full and satisfactory explanation of same, and fully understanding and agreeing to be bound by the terms of this agreement.

Please indicate your understanding and acceptance by executing this agreement in the space provided below and return it to our offices at your earliest convenience.

We appreciate the opportunity to work with you on this matter, and if you have any questions, please let us know.

Advisor Legacy