

April 16, 2025

**VIA EMAIL:**

pnabors@careersourcecf.com

The Audit Committee of the Board of Directors  
Pamela Nabors, President & CEO  
CareerSource Central Florida 403(b) Plan  
390 N. Orange Avenue, Suite 700  
Orlando, Florida 32801

Dear Audit Committee Members:

This engagement letter between CareerSource Central Florida 403(b) Plan (hereafter referred to as the "Plan") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert") sets forth the nature and scope of the services we will provide, the Plan's required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the Plan.

## Summary of services

We will provide the following services to the Plan as of and for the year ended June 30, 2025:

### Audit services and basis of accounting

1. Perform an ERISA 103(a)(3)(C) audit and report on the financial statements including the statement of net assets available for benefits, statement of changes in net assets available for benefits, and the related disclosures to the financial statements, and supplemental schedules ("financial statements") of the Plan.
2. As a part of our audit, we will report on the supplemental schedule(s) required by the Department of Labor's ("DOL") Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 ("ERISA"). These schedules are presented for the purpose of additional analysis and are not a required part of the financial statements, but are supplementary information required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

### Accounting and other services

We will provide the following additional services:

1. Assist in the preparation of the financial statements and notes to the financial statements.

## Your expectations

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, concerns about and changes in the benefit plan arena, your views on risks facing the Plan, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to

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provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Plan recognizes that our professional standards require that we be independent from you in our audit of your financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the Plan and the Plan should not expect that we will act only with due regard to the Plan's interest in the performance of this audit and the Plan should not impose on us special confidence that we will conduct this audit with only your interest in mind. Because of our obligation to be independent of the Plan, no fiduciary relationship will be created by this engagement or audit of the Plan's financial statements.

The engagement will be led by Brian Liffick, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

### **Management's Election of an ERISA Section 103(a)(3)(C) Audit**

You have determined it is permissible in the circumstances and elected to have the audit of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to Regulation 2520.103-8 of the United States DOL's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audit need not extend to any statements or information related to assets held for investment or the Plan (investment information) prepared and certified to by Principal Trust Company and the Equitable Financial Life Insurance Company, the "custodian", which is a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, that prepared and certified the statements or information regarding assets so held in accordance with 29 CFR 2520.103-5. Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("GAAP").

### **Audit services**

Except as described in the following paragraph, the objective of our audit is 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 opinion. 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 auditing standards generally accepted in the United States of America ("GAAS") 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 in conformity with the basis of accounting noted above.

The information included in the ERISA-required supplemental schedule(s), other than that agreed to or derived from the certified investment information, will be subjected to auditing procedures applied in the audit of the financial statements and certain additional procedures in accordance with GAAS. Accordingly, our opinion will state whether the form and content of the supplemental schedule(s), other than the information agreed to or derived from the certified investment information, are presented, in all material respects, in conformity with the DOL's Rules and Regulations for Reporting and Disclosure Under ERISA and whether the information in the supplemental schedules related to assets held by and certified to by a qualified institution agrees to or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

These financial statements and supplemental schedule(s) are required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA, to be filed with Form 5500.

Further, unless we have been engaged separately to perform such, the financial statement audit is not designed to disclose significant deficiencies or material weaknesses in internal control over financial reporting. Projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### **Auditor's responsibilities related to the audit**

Except as described above, we will conduct our audit in accordance with GAAS and will include tests of the Plan's accounting records and other procedures we consider necessary to enable us to express an opinion about whether the Plan's financial statements are fairly presented, in all material respects, in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. We will also:

1. Exercise professional judgment and maintain professional skepticism throughout the audit.
2. Obtain an understanding of the Plan 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 audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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.
3. 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 whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Plan's system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.
6. Communicate with management and those charged with governance certain matters as required by GAAS, including reportable findings identified during the audit of the Plan as a result of testing relevant plan provisions.
7. Perform procedures that include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments except those certified to by the custodian, and certain other assets and liabilities by correspondence with financial institutions and other third parties.

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 may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. 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 come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. 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.

### **Management's responsibilities related to the audit**

Management's election for the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements. Management is responsible for:

1. Designing, implementing, and maintaining the system of internal controls, including monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
2. Selecting the financial reporting framework and determining that it is acceptable.
3. The fair presentation of the financial statements in conformity with the acceptable financial framework.
4. The selection and application of accounting principles and the consistent application of those principles.
5. Making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers) and for the accuracy and completion of that information.
6. Ensuring that all material information is disclosed to us.
7. Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
8. Granting 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-party relationships and transactions, including transaction with parties in interest, as defined in Section 3(14) of ERISA and the regulations thereunder.

9. Identifying and ensuring that the Plan complies with the laws and regulations applicable to its activities.
10. Maintaining a current plan instrument, including all plan amendments.
11. The administration of the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants to determine the benefits due or which may become due to such participants.
12. Evaluating whether conditions or events, considered in the aggregate, raise substantial doubt about the Plan's ability to continue as a going concern within one year after the date the financial statements are issued or available to be issued, and to provide appropriate financial statement disclosure, when applicable, about matters related to going concern and using the going concern basis of accounting unless management is required to prepare the financial statements in accordance with the liquidation basis of accounting.
13. The presentation of the ERISA-required supplemental schedules and that they were derived from, and relate directly to, the underlying accounting and other records used to prepare the financial statements including their form and content in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.
14. Preparation of the supplementary information in conformity with the acceptable reporting framework. 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.

Management is responsible for the fair presentation of the financial statements in conformity with GAAP, which includes the determination of the appropriate value of investments, and the supplemental schedule(s) in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. Management is also responsible for determining whether (1) an ERISA Section 103(a)(3)(C) audit is permissible under the circumstances; (2) the investment information is prepared and certified by a qualified institution as described in 29 CFR 2520.103-8; (3) the certification meets the requirements in 29 CFR 2520.103-5; and (4) the certified investment information is appropriately measured, presented, and disclosed in accordance with the applicable financial reporting framework. Management is also responsible for (1) establishing and maintaining effective internal control over financial reporting, (2) identifying and ensuring that the Plan complies with the laws and regulations applicable to its activities, including compliance with ERISA, (3) making all financial records and related information available to us, (4) properly recording transactions in the accounting records, (5) making appropriate accounting estimates, (6) safeguarding assets, (7) adjusting the Plan financial statements to correct material misstatements, (8) ensuring that controls necessary to rely upon a service organization control report are in place and functioning, and (9) informing us of events that occurred subsequent to the financial statement date until the date of the auditor's report that might affect the financial statements or related disclosures and informing us of any discovery of facts related to items that existed at the financial statement date that might affect the financial statements or related disclosures.

Management is responsible for informing us of its views regarding the risk of fraud at the Plan. Management must inform us of their knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others. Additionally, management must inform us about all known or suspected fraud affecting the Plan involving (a) management, (b) employees who have significant roles

in internal control, and (c) others where the fraud could have a material effect on the financial statements.

Management is responsible for the design, implementation, and maintenance of programs and controls over financial reporting and to prevent and detect fraud. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors and fraud or illegal acts. As a part of our audit, we will consider the Plan's system of internal control, as required by GAAS, sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the financial statements. An audit is not designed to provide any assurance on internal controls. In addition, our audit is not specifically designed and cannot be relied upon to disclose matters affecting plan qualifications or compliance with ERISA and Internal Revenue Service ("IRS") requirements. As part of our consideration of the Plan's system of internal control, we will inform you of matters that come to our attention that represent significant deficiencies or material weaknesses in the design or operation of the system of internal control or affecting plan qualification.

In the event that we conclude that management is not meeting Management's Responsibilities Related to the Audit as set forth above, we reserve the right to terminate our services and end this engagement. In the event we do terminate this engagement, we will notify you immediately. We will make ourselves reasonably available to your successor auditors in accordance with professional standards.

Prior to the dating of our report, management will provide us a draft of the Plan's Form 5500 that is substantially complete. At the conclusion of the engagement, management will provide to us a representation letter that, among other things, addresses (1) management's responsibilities related to the audit and confirms certain representations made to us during the audit, including management's acknowledgement of its responsibility for the design and implementation of programs and controls to prevent and detect fraud; (2) management's responsibilities related to the monitoring of internal control over financial reporting; and (3) management's knowledge, directly or from allegations by others, of fraud or suspected fraud affecting the Plan. The representation letter will also affirm to us that management believes that the effects of any uncorrected misstatements, if any, pertaining to the financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Accounting and other services**

In connection with any of the accounting and other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your financial statements. By providing these documents to you, you cannot consider Cherry Bekaert to be hosting, maintaining custody, providing business continuity or disaster recovery services. In addition, any documents provided to Cherry Bekaert by the Plan in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the Plan has obtained no rights to use such software or templates and that Cherry Bekaert's use of the Plan's data in those applications is not



deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

### **Financial statement preparation**

We will assist in the preparation of the Plan's financial statements and notes, based on information in the Plan's accounting records. However, the responsibility for the Plan's financial statements and disclosures remains with management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

### **Form 5500 preparation**

Professional standards require that we obtain and read a draft of the Form 5500 that is substantially complete prior to dating our auditor's report. The purpose of this procedure is to consider whether information, or the manner of its presentation, in the Form 5500, is materially inconsistent with the information, or the manner of its presentation, appearing in the financial statements and supplemental schedule(s). These procedures are not sufficient nor are they intended to ensure that the form is completely and accurately prepared. We understand that Principal Trust Company will prepare the Form 5500 for the year ended June 30, 2025. We will, therefore, not issue our auditor's report until a substantially complete draft of the Form 5500 has been provided for our review.

### **Management's responsibilities related to accounting and other services**

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, management will need to sign a representation letter acknowledging your responsibility for the results of these services.

### **Reporting**

We will issue a written report upon completion of our audit of the Plan's financial statements and ERISA-required supplemental schedules. We will report on whether the amounts and disclosures in the financial statements, other than those agreed to or derived from the certified investment information, are presented fairly in accordance with the basis of accounting noted above and whether the certified investment information in the financial statements agrees to or is derived from the information certified by a qualified institution. We will also report on whether the form and content of the ERISA-required supplemental schedule(s), other than the certified investment information, are presented in all material respects, in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA, and whether the certified investment information in the supplemental schedule(s) agrees to, or is derived from, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Our report will be addressed to the Plan Administrator and participants, Plan Sponsor, and/or Board of Directors (or other governing body) of the Plan. Circumstance may arise in which our report may differ from its expected form and content based on the result of our ERISA Section 103(a)(3)(C) audit. Depending on the nature of these circumstances, it may be necessary for us to modify our ERISA Section 103(a)(3)(C) opinion or add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is 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 an opinion, we may decline to express an opinion or withdraw from this engagement.

### **Indemnity**

Cherry Bekaert will rely on CareerSource Central Florida (the "Plan Sponsor") to provide information and representations to us in the performance of our professional services and in consideration of the fees that we will charge. Because of the importance of management's representations to the effective performance of our services, the Plan will release, indemnify, and hold harmless the Firm and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter arising in circumstances where there has been a known misrepresentation by an officer or employee of the Plan Sponsor, regardless of whether such officer or employee was acting in the Plan's interest. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise. This provision will survive termination of this Letter.

### **Limitation of damages**

In recognition of the relative risks and benefits of this agreement to both the Plan and Cherry Bekaert, the Plan agrees, to the fullest extent permitted by law, to limit the damages owed by Cherry Bekaert to the Plan for any and all liability, claims, losses, and costs, of any nature whatsoever, so that the total aggregate damages payable by Cherry Bekaert to the Plan shall not exceed the total fees for services rendered under this agreement. Both parties to this agreement intend and agree that this limitation apply to any and all damages or causes of action against Cherry Bekaert, however alleged or arising, unless otherwise prohibited by law, or unless the claimed damages arise due to the gross negligence or willful misconduct of Cherry Bekaert.

### **Statute of limitations**

The Plan agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The Plan and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.



## Conditions supporting fees

As a result of our preliminary discussions, the Plan and the Firm have agreed to a fee, subject to the following conditions:

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. If management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

Fees below do not include any consultation services related to the adoption of any new accounting standards. Any such services and the related fee will be included in a separate engagement letter.

The parties acknowledge and agree that any fees related to the employee benefit plan administration may be paid with Plan assets to the extent permitted by the express language of the Plan and to the extent permitted by applicable law.

The estimated fees are based on the Plan's service organization(s) receiving an unmodified SOC 1 report(s) for the entire period under audit. If the service organization receives an adverse or modified opinion, we will provide an estimate of the fees prior to commencing additional work.

In the event additional work is required, we will bill our time at the standard billing rates noted in the table below and if deemed necessary, issue a separate engagement letter providing a detailed list of services and additional fees.

## Fees

Fees do not include the adoption of any new accounting pronouncements, including any early adoption that the Plan may elect, or auditing of any transition adjustment in any period prior to adoption.

The following summarizes the fees for the services described above:

Description of services	Estimated fees
<b>Audit services</b>	
ERISA Section 103(a)(3)(C) audit of the financial statements	\$13,300
<b>Accounting services</b>	
Assist in the preparation of the financial statements and disclosures to the financial statements	Included above

### **Additional Charges**

The following items would be cause for additional charges at standard rates in excess of the engagement letter fee noted above, if applicable:

1. Change in custodian or payroll provider during the year.
2. Incorrect calculation of eligible compensation.
3. Census data not reconciled to the W-2 Summary/W-3.
4. Untimely submission of employee deferrals (late remittances).
5. Incorrect application or calculation of employer contributions.
6. Incorrect or untimely submission of information requested by the audit team.

The fees will be billed periodically. Invoices are due on presentation. The above fee does not reflect the inclusion of a 5% technology fee applied to professional services.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please contact Brian Liffick at bliffick@cbh.com.


Sincerely,

**CHERRY BEKAERT LLP**

*LLP Signature Here*

CareerSource Central Florida 403(b) Plan

ACCEPTED BY:

Electronically Signed  
  
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TITLE:

President/CEO

DATE: 04/18/2025

**Cherry Bekaert LLP**  
**Engagement Letter Terms and Conditions**

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The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

**Limitations of the audit report**

Should the Plan wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, aside from Form 5500 as discussed above, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by GAAS to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, etc. You agree that you will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of the Plan's intention to issue any such document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

**Responsibilities of the auditor**

We will conduct our audit in accordance with GAAS. Those standards require that we are independent and that we fulfill our other ethical responsibilities relevant to the audit. We will not perform any auditing procedures with respect to information prepared and certified to by your custodian, other than obtaining and reading the certification, comparing that information with the related information included in the financial statements and supplemental schedule(s). GAAS requires that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. The areas to be tested, procedures selected, and number of transactions tested depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Also, an audit is not designed to detect error or fraud that is immaterial to the financial statements; therefore, the audit will not necessarily detect misstatements that might exist due to error, fraudulent financial reporting, misappropriation of assets, prohibited transactions with parties in interest, or other violations of ERISA rules and regulations. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors or fraud (including fraud that may be an illegal act) may exist and not be detected by an audit performed in accordance with GAAS. The Plan Administrator is responsible for establishing and maintaining a sound system of internal control, which is the best means of preventing or detecting such matters.

To the extent that they come to our attention, we will inform management about any material errors, instance of fraud and, unless clearly inconsequential, any illegal acts. If we become aware of information indicating that an instance of fraud or an illegal act may have occurred, which in our judgment would have a material effect on the financial statements of the Plan, we will communicate such information to management.

As a part of our audit, we will perform certain procedures, as required by GAAS, directed at considering the Plan's compliance with applicable Internal Revenue Code ("IRC")

requirements for tax exempt status, including whether management has performed relevant IRC compliance tests and has corrected or intends to correct failures. As we conduct our audit, we will be aware of the possibility that events affecting the Plan's tax status may have occurred. Similarly, we will be aware of the possibility that events affecting the Plan's compliance with the requirements of ERISA may have occurred. We will inform management of any instances of tax or ERISA noncompliance that come to our attention during the course of our audit. You should recognize, however, that our audit is not designed to nor is it intended to determine the Plan's overall compliance with applicable provisions of the IRC or ERISA.

We cannot provide assurance that an ERISA Section 103(a)(3)(c) audit as permitted by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA will be rendered. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. In such circumstances, our findings or reasons for withdrawal will be communicated to management.

We will issue a written report upon completion of our audit of the Plan's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. In addition, we cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s), or withdraw from the engagement. We will notify the appropriate party within management of our decision and discuss the reasons supporting our position.

### **Nonattest services (if applicable)**

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the American Institute of Certified Public Accountants ("AICPA") Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under accounting and other services in the attached letter.

You agree to assume all management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, you are responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain documentation relating to the nonattest services
- Identifying and ensuring that such nonattest services comply with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by you. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax, and other compliance, and of the facts and circumstances as provided by you. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

## Communications

At the conclusion of the audit engagement, we may provide management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Plan make improvements in its system of internal control and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the Plan. Such matters include (1) our responsibilities under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Plan; (4) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with management related to the performance of the audit.

## Other matters

### Tax matters

The Form 5500, which would include the audited financial statements, may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government examination, we will be available upon request to represent the Plan and will render invoices for the time and expenses incurred. Management understands that in many cases, decisions with respect to the interpretation of a particular regulation or statute are based upon our expertise and experience. In the event of an audit, we highly recommend that management consults with Cherry Bekaert prior to responding to the taxing authority so that we may be in a position to provide management with our opinions to support any actions taken or not taken. In the event that management decides not to retain us for the defense of an audit, management must be aware that they may not receive the benefit of our analysis and the underlying reasons and justifications for such an analysis. This could affect the outcome of such audit.

We assume by this engagement no responsibility for the filing of any form or return with any taxing authority or for the payments of any amounts due.

### Cybersecurity

The purpose and, therefore, the scope of an audit is to express an opinion on the fairness of presentation of the financial statements, taken as a whole, in accordance with accounting principles generally accepted in the United States. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of

the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control, including any cybersecurity controls. Accordingly, we will express no such opinion or provide any form of assurance relating to cybersecurity as part of the services in this engagement letter.

### Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. We will mark all information as confidential and maintain control over the duplication of all such information. However, the Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the Plan, and other third party providers utilized by either party in connection with the engagement.

### Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an



"alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

## Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, 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 expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

## Dispute resolution procedures

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the Plan or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

## Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the

standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

### **Arbitration procedures**

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the Plan and the Firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

### **Costs**

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

### **Waiver of trial by jury**

**In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.**

### **Independent contractor**

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

### **No third party beneficiaries**

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

## Corporate transparency act/beneficial ownership reporting

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

## Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from Plan personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden management requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. See Appendix A for examples of such accounting services. If for any reason the Plan is unable to provide such schedules, information, and assistance, the Firm and the Plan will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Plan will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Plan with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the Plan will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Plan at this time, but do not include any time related to the application of new auditing or accounting standards that impact the Plan for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with you concerning the scope of the additional procedures and the estimated fees.

The Plan agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not

be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Plan will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Plan and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

## **Appendix A - information about our fees**

We bill our clients for actual direct time incurred by our employees and partners at standard hourly billing rates applicable to each. We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. Accordingly, we normally provide good-faith estimates of our fees in advance of our work. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated by our fee estimate. Following are some of the more common reasons:

### **Changing laws and regulations**

There are many governmental and rule-making boards that regularly add or change their requirements of auditors for accounting and auditing. We plan our work to address the current audit and accounting requirements that will affect our engagement. We will discuss changes in laws and regulations with you at the earliest possible time in order to make necessary adjustments and amendments in our engagement.

### **Incorrect accounting methods or errors in client records**

We base our fee estimates on the expectation that your accounting records are in order so that our work can be completed using our standard testing and auditing procedures. However, should we find numerous errors, incomplete records, or the incorrect application of accounting methods, we will have to do additional work to make the corrections and reflect these changes in the financial statements.

### **Failure to prepare for the engagement**

In an effort to minimize your fees, we assign responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and workspace. If your personnel are unable, for whatever reasons, to provide these materials as previously agreed to, it might substantially increase the work we must do to complete the engagement within the estimated time.

### **Starting and stopping our work**

If we must withdraw our staff because of the condition of your records, or the failure to provide agreed-upon materials within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This is extremely inefficient and disruptive and will result in additional fees.

### **Additional necessary accounting work**

Additional accounting work, if conducted by our staff, may result in additional fees. Examples of such work include the following:

- Assistance in reconciling statement of net assets to account for unrecorded activity during the year
- Assistance in preparing the year-end accruals for contributions receivable
- Assistance in preparing the year-end accruals for payables of the Plan