

January 21, 2026

City Council Members and the
Honorable Mayor Kevin Clement
City of Thibodaux, State of Louisiana
310 W. 2nd Street
Thibodaux, Louisiana 70301

Dear Council President Mire and Honorable Mayor Clement:

This engagement letter, together with the attached EisnerAmper LLP Standard Terms and Conditions of Engagement, sets forth the terms and conditions on which EisnerAmper LLP ("EisnerAmper" "we" "our" "us") will provide the services set forth below.¹ EisnerAmper are certified public accountants licensed to practice in Louisiana.

I. Client

City of Thibodaux, State of Louisiana (the "Client" "you" "your").

II. Services and Price

A. Audit Services ("Audit Services") and Price

1. Audit Services

- EisnerAmper will perform an audit of the City of Thibodaux's financial statements which comprise the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2025, and for the year then ended, and the disclosures to the financial statements (collectively the "financial statements").
- Also, the required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the City of Thibodaux's basic financial statements, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") 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.

¹ EisnerAmper is a licensed CPA firm that practices as part of an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper has a contractual arrangement with Eisner Advisory Group LLC ("EA Group"), whereby EA Group provides EisnerAmper with professional and support personnel and other support services to permit EisnerAmper to perform its professional services. EA Group is not a licensed CPA firm.

As part of our engagement, we will apply certain limited procedures to the City of Thibodaux's RSI in accordance with auditing standards generally accepted in the United States of America ("U.S. 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 evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles ("U.S. GAAP") and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in the Total OPEB Liability and Related Ratios
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions to Defined Benefit Plans
- Budgetary Comparison Schedules for Major Funds that Require Budgetary Information reporting
- Notes to the Required Supplementary Schedules
- We have also been engaged to report on supplementary information other than RSI that accompanies the City of Thibodaux'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 U.S. GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:
 - Combining Non-Major Fund Financial Statements
 - Schedule of Compensation, Benefits, and Other Payments to the Agency Head required by Louisiana Revised Statute 24:513 A
 - Schedule of Payments to Council Members required by House Concurrent Resolution No. 54 of the 1979 Legislative Session
 - Judicial System Funding Schedule – Collecting / Disbursing Entity as Required by Act 87 (Cash Basis Presentation)
 - Judicial System Funding Schedule – Receiving Entity as Required by Act 87 (Cash Basis Presentation)
 - Schedule of Expenditures of Federal Awards
- In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated.



- If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.
 - Schedule of Utility Customers
 - Schedule of Insurance in Force
- To the extent that the Audit Services cover more than one year, each such year for which such services are provided shall constitute a separate and distinct engagement subject to the attached EisnerAmper LLP Standard Terms and Conditions of Engagement.

2. Audit Services Price

Based upon the information made known to us at this time, our estimated price for this engagement, which includes the Audit Services and Additional Non-Attest Services, is estimated to not exceed \$77,425, including out-of-pocket expenses. This estimate is based on the assumptions that you will provide assistance, the anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If any of the assumptions outlined below are not met or unanticipated circumstances, including but not limited to a change in the nature of the Client by the addition of new subsidiaries, funds, component units, locations or other changes of a material nature arise that impact the estimated price above, we will discuss it with you and arrive at a new price estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the price will be in writing and signed by both our firm and your agency.

The estimated price is based upon the complexity of the engagement, the timeliness and completeness of the information and documentation provided to us, the estimated time required of our personnel at hourly rates, and on the assumption that circumstances requiring unanticipated work will not arise. In addition, the estimated price is based on the following assumptions:

- Client will provide us with the schedules and records that we request (which will be detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the mutually agreed-upon dates.
- Section V. of this letter enumerates Management's Responsibilities for the Financial Statements and Representations. The deliverable dates listed below are met when all the transactions for the period have been processed and appropriate members of the Client's management have reviewed with the level of rigor required to ensure ALL amounts, including revenue and expenses, allocations, accounting estimates and disclosures are complete and accurate.
- Changes to the fieldwork start date requested by the Client made with less than two weeks' notice will require staffing adjustments, and as such a price adjustment will be discussed with you; we will do our best to reschedule in a desired timeframe.



- The price we've quoted is dependent on the following circumstances:
 - The information you agreed to provide is on time and complete to the degree indicated in our agreement.
 - No undisclosed significant transactions or new complexities arise that impact your service period.
 - Assumes internal controls are implemented and operating effectively.
 - There are no changes throughout our service period to-
 - Key team members (management, finance/accounting, or technology)
 - Key technology platforms (accounting, other)

The estimated price stated above also assumes one federal grant program will be audited as major programs as required by subpart F of the Uniform Guidance. Additional major programs will result in charges of \$12,500 per program. Additionally, support related to the application of new standards, as applicable, will result in additional charges based upon standard hourly rates.

Our invoices are due and payable upon presentation. We will issue an initial invoice upon the commencement of field work and subsequent invoices at regular intervals until the engagement is completed.

In the event we do not receive prompt payment of invoices rendered, we shall not be required to perform any further services until we have received such payment, whereupon we will resume our work as soon as the individuals working on the engagement become available, and that we shall not be responsible for any late filings, penalties, interest, missed elections or other consequences which may result from such a delay.

B. Additional Non-Attest Services and Pricing Arrangement

In addition to the Audit Services, EisnerAmper may provide non-attest services during the year ended December 31, 2025 (each an "Additional Non-Attest Service"), which include:

- We will prepare the financial statements and the related notes of the Client in conformity with U.S. GAAP based on information provided by you.
- In conjunction with our assistance with preparing the financial statements, we will prepare certain journal entries necessary to prepare the financial statements, including modified accrual to full accrual conversion entries, reclassification entries and certain others, as well as supporting schedules containing calculations to derive the amounts included in those entries and any other non-audit services we provide.
- We will assist in preparing the schedule of expenditures of federal awards in conformity with the Uniform Guidance based on information provided by you.
- Assistance with preparation and submission of the federal data collection form.
- Support with your implementation of new standards, as applicable.



We may advise the Client about appropriate accounting principles and their application and may assist in the preparation of the Client's financial statements, but the responsibility for the financial statements and the selection and application of appropriate accounting principles remains with management.

These Additional Non-Attest Services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. The Additional Non-Attest Services listed above are included in the scope of this engagement.

Each Additional Non-Attest Service not listed above will be considered a separate engagement, which will be performed subject to the terms herein and in the EisnerAmper LLP Standard Terms and Conditions of Engagement.

III. Audit Objectives

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. GAAP; and report on the fairness of the supplementary information referred to above 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 U.S. 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. 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*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) 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 Client's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



IV. EisnerAmper Responsibilities for the Audit of the Financial Statements, Single Audit, and Limitations

We will conduct our audit in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

Our engagement will also be conducted in accordance with the *Louisiana Governmental Audit Guide*, authorized by Louisiana Revised Statute 24:513 A. (5) (a) (i), which is published jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Client or to acts by management or employees acting on behalf of the Client. 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 noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. 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 or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of group management and those charged with governance of the group, as appropriate, related to identified, reported, or suspected fraud involving group or component management, employees with significant roles in group-wide controls, or others if fraud has or may have resulted in a material misstatement of the group financial statements. 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. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.



In addition, we will notify the Legislative Auditor, within 10 days of our firm's constructive knowledge and in writing, of:

- Any fraud, or illegal acts that are detected during our engagement
- Any client imposed scope restrictions, to include failure to provide the appropriate books and records in a timely manner; or denial of access to appropriate books and records
- Any significant disagreements with the local auditee
- Any change in the scope of the engagement (for example, a change from an audit engagement to a review/attestation engagement), to include all reasons for such change
- Any decision to withdraw from or cancel the engagement, to include all substantive reasons for the withdrawal or cancellation
- Our decision to disclaim the auditors' opinion, or to render an adverse opinion on the financial statements for any reason other than omitted component units.
- Any breach of the security of our firm's computer system, defined in R.S 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the local auditee's personal information, as defined in R.S 51:3073

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override: management and/or those charged with governance are in a unique position to perpetrate fraud because of management's ability to manipulate accounting records and prepare fraudulent financial statements by overriding internal controls, even where such internal controls might otherwise appear to be operating effectively. Although the level of risk of management override of internal controls will vary from entity to entity, the risk is, nevertheless, present in all entities.
- Revenue recognition: when identifying and assessing the risks of material misstatement due to fraud, an auditor should, based on a presumption (unless rebutted) that risks of fraud exist in revenue recognition, evaluate which types of revenue, revenue transactions, or assertions give rise to such risks. We have determined that the presumption is rebuttable with respect to certain governmental fund revenues such as sales and property taxes and non-exchange revenues, while the presumption applies to certain proprietary fund revenues, such as utility fee revenue and transit tolls.
- Significant estimates –
 - the balances reported in the financial statements associated with net pension liability (GASB 68) and total other postemployment liability (GASB 75) are subject to actuarial estimates based on various assumptions determined by the actuary and management. There is a risk that these liabilities could be materially different than what is estimated.
 - the investment balances reported in the financial statement are reported at fair value which is determined using various methods. There is a risk that the estimated fair value reported for investments could be materially different than the actual value. Certain investments are reported as net asset value.



- the balance reported for claims and judgments is estimated based on advice from attorney's or third-party claims administrators. The estimated balances could be materially different than the actual liability for the claims.
- The risk of material misstatement of accounting estimates normally varies with the complexity and subjectivity associated with the process, the availability and reliability of relevant data, the number and significance of assumptions that are made, and the degree of uncertainty associated with the assumptions.

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 Client'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, and they may bill you for responding to that inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by U.S. GAAS.

With regard to publishing the financial statements on your website, you understand that websites 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 on the website with the original document.

We are responsible for communicating to those charged with governance certain significant matters related to the audit that are, in our professional judgment, relevant to their responsibilities in overseeing the financial reporting process. We will generally communicate our significant findings to those charged with governance at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion.

We are required to make the following communications to those charged with governance concerning the audits of City Court of Thibodaux and Thibodaux Volunteer Fire Department, Inc. and the work of component auditors:

- Component auditors will perform financial statements external audits of the City Court of Thibodaux and Thibodaux Volunteer Fire Department, Inc. as of and for the year ended December 31, 2025, and November 30, 2025, respectively. Our auditors' report on the audit of the City of Thibodaux will make reference to the component auditors' reports on the City Court of Thibodaux and Thibodaux Volunteer Fire Department, Inc. as well as the reliance on the work of the component auditors thereon.



- We will send a letter of instructions and representation letter to each of the component auditors regarding the audits of the City Court of Thibodaux and Thibodaux Volunteer Fire Department, Inc.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Legislative Auditor, any organization authorized by the Louisiana Board of Certified Public Accountants to perform quality assurance reviews, any 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 EisnerAmper personnel and we will bill you at our standard billing rates. 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. We will follow the Louisiana Legislative Auditor's policy regarding confidentiality of audit documentation found in the *Louisiana Governmental Audit Guide* when giving access to audit documentation to any parties other than those previously named individuals and organizations.

Should we become aware of any illegal acts, we will make our engagement documentation available to the local district attorney and/or any other state or federal enforcement or regulatory agency without liability.

The audit documentation for this engagement will be retained by us in accordance with our firm's policies and procedures or for any additional period requested by the Legislative Auditor or other cognizant agency. 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.

We will notify the local auditee and the Louisiana Legislative Auditor of any breach of the security of our firm's computer system, defined in R.S. 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the local auditee's personal information, as defined in R.S. 51:3073.

EisnerAmper and EA Group may assign employees or employees of EA Group's subsidiaries and affiliates located outside the United States to work on Client's engagement, and to provide operational support services to EA Group and EisnerAmper. Client hereby consents to EisnerAmper and EA Group assigning EA Group employees and affiliated entities located outside the United States to this engagement, and to the transmitting of Client information to such employees and affiliated entities as needed to perform the services for Client and to perform operational services.

Tiffani Dorsa is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.



V. Audit Procedures - Internal Control

We will obtain an understanding of the Client and its environment, including internal control relevant to the audit, 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. 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. 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*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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, *Government Auditing Standards*, and the Uniform Guidance.

VI. Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Thibodaux's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures 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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Thibodaux's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Thibodaux's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



VII. Management's Responsibilities for the Financial Statements, Single Audit, and Representations

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) 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, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) 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, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. You are also responsible for ensuring components have addressed the selection and application of accounting principles in conformity with U.S. generally accepted accounting principles.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and 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 conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern within one year after the date the financial statements are available to be issued. You are also responsible for providing us with:

- a) 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;
- b) Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance;
- c) Additional information that we may request for the purpose of the audit; and
- d) Unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence.
- e) Facilitating access to component information, persons at components, or component auditors.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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 Client 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 Client received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Client complies with applicable laws, regulations, contracts, agreements, and grants.

Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 31, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.] Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (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 schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. GAAP. 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 OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with 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 U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. 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 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 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.

The Client's employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents or invoices selected by us for testing. In addition, you will provide us with the schedules and records that we request in accordance with the scheduled dates we mutually agreed-upon, so that we may complete our engagement in an efficient and timely manner. Our ability to complete the audit in time for submission to the Legislative Auditor's office by deadline imposed within LA R.S. 24:513 depends on your staff's provision of complete and reasonably accurate general ledgers, records, schedules, and other requested information by the date we begin our audit. You acknowledge that we must have sufficient time to conduct our audit engagement. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will resume our work as soon as the schedules and records are provided to us, and the individuals assigned to the engagement become available. Should we not receive such information and assistance from you with sufficient time to complete our audit procedures, then you acknowledge that we can give no assurances that our audit will be completed prior to any deadline that you may have.

You, as a local auditee as defined in the Louisiana Governmental Audit Guide will prepare and sign the Legislative Auditor's [compliance questionnaire](#); adopt it in an open meeting of the local auditee's board (if applicable), and return it to us. We will test the local auditee's compliance with the applicable laws during the performance of our audit and will report on any matters of noncompliance that are material to the financial statements.



VIII. Reporting

We will issue written reports upon completion of our Audit and Single Audit which will also address other information in accordance with AU-C 720, the *Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. We will make reference to the external auditors of the City Court of Thibodaux and the external auditors of the Thibodaux Volunteer Fire Department, Inc. in our report on your financial statements. Our reports will be addressed to members of the City Council and the Honorable Mayor of the City of Thibodaux. 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 opinions, 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 circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) 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) 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 Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Immediately upon completion of the engagement, we will submit the reporting package to the City of Thibodaux and the Legislative Auditor through its on-line Local Government Reporting System. The reporting package will consist of the financial indicators worksheet, and involves input of certain data fields for contact information of the auditor and auditee, results and findings of the audit, and:

1. An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with accounting principles generally accepted in the United States and, when applicable, an opinion (or disclaimer of opinion) as to whether the supplemental information, including the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole. The supplemental information will be subjected to procedures as part of our audit in an attempt to provide supplemental information assurance on these schedules as part of our audit report.
2. A report on internal control and compliance with laws and regulations material to the financial statements and, when applicable, major federal programs. This report shall describe the scope of testing of internal control and compliance, the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs. The state laws and regulations included in this report shall include all of the compliance matters included in the Louisiana Compliance Questionnaire.



3. A report on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on major federal programs. The report will include an opinion (or disclaimer of opinion) as to whether you have complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and, where applicable, refer to the separate schedule of findings and questioned costs.
4. If applicable, a summary schedule of findings and questioned costs
5. If applicable, a summary schedule of the current status of any prior findings, which you will prepare.
6. Management's corrective action plans, which you will prepare.
7. If applicable, a management letter to convey suggestions and recommendations not suitable for the foregoing reports. We will ask you to respond to any matters included in the management letter and include your response as a part of the issued management letter, or you may place your response to these matters in your corrective action plan.
8. If applicable, the Statewide Agreed-Upon Procedures Report, in accordance with attestation standards of the AICPA, Government Auditing Standards, and the Louisiana Audit Guide and performed under a separate engagement agreement.

Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Management will submit a copy of the report, any management letter, and management's corrective action plan (if applicable) to the following persons and agencies, as applicable:

- Each member of the local auditee's governing board
- Each Louisiana state agency providing financial assistance to the local auditee
- The Federal Audit Clearinghouse, as required by 2 CFR Section 200.512

Subsequent to the issuance of the report, should it be necessary to revise and reissue the report, we will notify the Legislative Auditor immediately. We will distribute such revised and reissued report in the same manner and to the same individuals and organizations as the original report.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse but we may assist you in that process. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Client; 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.



IX. Independence and Non-Attest Services

Professional standards require that a firm and its covered members maintain independence throughout the professional engagement period. In order to preserve our independence, the Client shall not solicit EisnerAmper or EA Group staff for employment and no offer of employment shall be discussed with any EisnerAmper or EA Group professional during the professional engagement period. The Client shall inform the engagement partner before entering into any substantive employment discussions with any EisnerAmper or EA Group personnel.

To the extent EisnerAmper performs any non-attest services (including, but not limited to those listed within Section II.B, the Client assumes all management responsibilities, which means that the Client will make all management decisions and perform all management functions, designate an individual, preferably from senior management, with suitable skill, knowledge, and/or experience to oversee the services, evaluate the adequacy and results of the services performed, accept responsibility for the results of the services and, where appropriate, establish and maintain internal controls including monitoring ongoing activities. EisnerAmper, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Significant Investors and Investments

Management is responsible for informing us on a timely basis of the name of any entity that has control or significant influence over the Client at any point in time. Management is also responsible for informing us on a timely basis of any investments held by the Client which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

X. Termination of Engagement

EisnerAmper's engagement ends upon the earlier of (i) delivery of the final work product for which EisnerAmper has been engaged, (ii) where applicable, filing of the final work product for which EisnerAmper has been engaged, or (iii) in the event no final work product is delivered or filed, the date on which the last invoice for the services was issued, not including any subsequent account payable reminder, revised bill, or other communications concerning completed services. Client has the right to terminate EisnerAmper's services at any time, and EisnerAmper has the right to resign at any time, subject in either case to payment for all charges incurred to the date of termination or resignation. In the event Client or EisnerAmper exercise the right to terminate EisnerAmper's services, such termination shall be in writing and shall be effective upon delivery by mail, overnight mail or email transmission. Each of the termination events in this paragraph shall each be referred to as an "Engagement Termination Event."

* * *



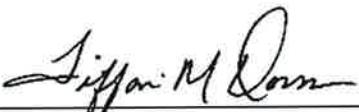
Please indicate acceptance of the above terms and attached EisnerAmper LLP Standard Terms and Conditions of Engagement by signing and returning this letter by mail, facsimile, pdf/email or DocuSign.

In accordance with the provisions of state law, this engagement agreement must be approved by the Legislative Auditor prior to commencement of our work. Upon your signature and approval, we will seek approval of the Legislative Auditor of this engagement.

This engagement letter may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this engagement letter by facsimile, email in portable document format (.pdf), or by any other electronic means (including DocuSign) has the same effect as delivery of an executed original of this engagement letter.

Very truly yours,

EISNERAMPER LLP

By: 
Tiffani Dorsa, Partner

Accepted:

This letter and the attached EisnerAmper LLP Standard Terms and Conditions correctly set forth the understanding of City of Thibodaux, State of Louisiana.

Management signature:

By: _____
Signature

Title

Print Name

Date

Those Charged with Governance signature:

By: _____
Signature

Title

Print Name

Date



EISNERAMPER LLP
STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

Client: City of Thibodaux, State of Louisiana ("Client")

Engagement Letter Date: January 21, 2026 (together with these Standard Terms and Conditions of Engagement, the "Engagement Letter")

1. **Alternative Practice Structure:** EisnerAmper LLP ("EisnerAmper") practices as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper is a licensed CPA firm that provides attest services to its clients. EisnerAmper has a contractual arrangement with Eisner Advisory Group LLC ("EA Group"), whereby EA Group (which includes its subsidiary EAG Gulf Coast, LLC) provides EisnerAmper with professional and support personnel to perform professional services on behalf of EisnerAmper. EA Group is not a licensed CPA firm. EisnerAmper and EA Group have reasonable safeguards for the protection of confidential client information and shall comply with the Confidentiality terms herein. EisnerAmper shall at all times remain responsible for the services and for the EA Group employees that perform the services. The Services provided pursuant to this Engagement Letter shall be covered by the Louisiana Accountancy Act, La.R.S. 37:71, et al, and La.R.S. 9:5604 to the extent applicable.

2. **Client Information and Confidentiality:**
 - a. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, EisnerAmper will not disclose confidential client information without Client² consent, except that EisnerAmper shall be permitted to disclose confidential client information (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 after contradictory hearing pursuant to La.R.S. 37:86 et al and Louisiana Code of Evidence Articles 515 and 517, to the extent the Louisiana Accountant-client privilege applies. EisnerAmper utilizes appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information. Client hereby consents to EisnerAmper sharing Client information with EA Group for the purpose of supporting EisnerAmper in performing the services for which EisnerAmper is engaged. It is expressly understood that disclosure of Client information to EA Group will be limited to such information that is required for EA Group and its employees to provide the services covered by this Engagement Letter.
 - b. In the event EisnerAmper uses third-party service providers to assist in providing professional services, EisnerAmper may share confidential client information with those service providers. EisnerAmper requires that such third-party service providers utilize appropriate safeguards and procedures to protect confidential client information. Client hereby consents to disclosure of its confidential client information to third-party service providers for the purpose of the third-party service provider assisting with the services provided pursuant to this Engagement Letter.

² For purposes of these Standard Terms and Conditions of Engagement, the term "Client" shall mean the entity or individual identified in the Engagement Letter above which engaged EisnerAmper LLP for the services subject to the attached Engagement Letter, and shall include any subsidiary or related entity for which the services are provided.



- c. EisnerAmper may transmit or receive information or documents through electronic means, including through the firm's secure portal ("EisnerAmper's Portal"). If Client will be using EisnerAmper's Portal to transmit or receive information or documents, Client agrees that it shall at all times comply with the terms of use of EisnerAmper's Portal and shall only permit authorized users to access or transmit information or documents through the portal. In the event that Client creates one or more user accounts to access information or documents transmitted through EisnerAmper's Portal, Client shall notify EisnerAmper to disable any user account for which an individual(s) is no longer authorized to access Client information transmitted through EisnerAmper's Portal. Client is solely responsible for maintaining their books and records and should not rely on EisnerAmper as their record-keeper or repository for any final work product for which EisnerAmper has been engaged. Client agrees to retrieve final work product from EisnerAmper's portal within a reasonable period of time after the conclusion of the engagement.
- d. If Client's technology, including but not limited to collaboration sites, file transfer servers and requested remote access protocols including VPN, is utilized for the Services ("Client Technology"), EisnerAmper shall have no responsibility for the confidentiality, security, integrity, or availability of documents, applications and information stored, transmitted, modified or accessed via Client Technology. EisnerAmper shall have no liability to Client or to any third party for any expenses, costs, losses, inoperability or damages incurred as a result of the use of Client Technology ("Technology Losses"), and Client shall defend, indemnify, and hold harmless EisnerAmper for any Technology Losses incurred in connection with EisnerAmper's use of Client Technology. EisnerAmper shall not have any administrative rights or auditing capability with respect to Client Technology, and shall not utilize Client Technology or have the right to access Client Technology for any purpose other than to provide the Services. EisnerAmper reserves the right to decline to use Client Technology in its sole discretion.
- e. EisnerAmper is committed to protecting the confidential and personal information entrusted to it and to ensuring that its vendors comply with applicable privacy laws. By entering into this Engagement Letter, you consent to the terms and conditions of EisnerAmper's privacy law notices and contract terms located at <https://www.eisneramper.com/privacy-law-resource-center>.
- f. EisnerAmper may use Client information provided in connection with the Services set forth in this Engagement Letter ("Client Data") for internal business purposes, including to provide the Services to Client, for recommending additional products or services to Client, for analyzing, summarizing and developing insights based on such Client Data (and using such insights for internal business purposes), and for the purpose of creating Aggregated Data. "Aggregated Data" means Client Data that has been aggregated with similar data from other EisnerAmper clients and/or with similar data purchased from industry sources. As between the parties, Client agrees that EisnerAmper owns all right, title and interest in and to the Aggregated Data. All Client Data and Aggregated Data shall be maintained by EisnerAmper on a secure database. EisnerAmper shall keep and maintain as confidential Client Data and shall not disclose or provide access to Client Data except as set forth herein or as otherwise agreed by the parties in writing, except that EisnerAmper may disclose Aggregated Data, masked to remove identification of any client, to third-parties, which in EisnerAmper's sole discretion have an interest in the Aggregated Data for business purposes. Any and all Aggregated Data, including Client Data, shall be sufficiently aggregated and masked so that no recipient of Aggregated Data will be able to access or identify individual data points of any specific client.



3. **Work Papers:** All work papers prepared in conjunction with this engagement are confidential and are the property of EisnerAmper. Work papers and Client documents and information will be retained in accordance with EisnerAmper's document retention policies.
4. **Employees and Subsidiaries:** EisnerAmper and EA Group may assign employees or employees of EA Group's subsidiaries and affiliates, including employees located outside the United States to work on Client's engagement, and to provide operational support services to EA Group and EisnerAmper. Client hereby consents to EisnerAmper and EA Group assigning EA Group employees and affiliated entities, including those located outside the United States to this engagement, and to the transmitting of Client information to such employees and affiliated entities as needed to perform the services for Client and to perform operational services.
5. **No Third-Party Beneficiary:** The engagement is being undertaken solely for Client's benefit and the parties do not intend to benefit or provide contractual, equitable or other rights to any other person or entity.
6. **Out-of-Scope Services:** Any services outside the services set forth in this Engagement Letter will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific Engagement Letter for that service. In the event an Engagement Letter for the out-of-scope services is not issued, each such out-of-scope service shall be a separate and new engagement performed pursuant to these Standard Terms and Conditions of Engagement and billed at our standard hourly rates.
7. **Limitations of Liability and Indemnification:**
 - a. **Limitation of Liability:** EisnerAmper's and EA Group's maximum liability for damages relating to the services provided pursuant to this Engagement Letter, whether the liability is based upon EisnerAmper's or EA Group's negligence or otherwise, shall be limited to the fees paid to EisnerAmper for the service or work product giving rise to liability, provided that such limitation shall not apply where damages are judicially determined to have been caused by EisnerAmper's or EA Group's gross negligence or willful misconduct.
 - b. **Special Damages:** In no event shall EisnerAmper, EA Group or their personnel be liable to Client for any consequential, incidental, indirect, exemplary, punitive or special damages, including but not limited to emotional distress, in connection with claims arising out of or related to this Engagement Letter or the services described herein, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
 - c. **Indemnification:** The services, work product, deliverables, advice and/or recommendations provided under this Engagement Letter are for the use and benefit of Client only. Client shall indemnify and hold harmless EisnerAmper and EA Group for any time expended, expenses (including reasonable legal fees and costs), costs and/or losses incurred in connection with any lawsuit or other legal or regulatory action or proceeding brought by a third party (including Client's affiliates, members and/or partners) involving or relating to the services under this letter, whether or not such costs and/or losses are due to the negligence of EisnerAmper or EA Group, provided that such indemnification shall not apply where such expenses or losses are judicially determined to have been caused by EisnerAmper's or EA Group's gross negligence or willful misconduct.



- d. **Client Representations:** Because of the importance of Client's representations to the services, Client agrees to release and indemnify EisnerAmper, EA Group and their personnel from and against any liability and costs relating to EisnerAmper's and EA Group's services under this Engagement Letter attributable to any misrepresentations by Client.
- 8. **Reimbursement of Expenses Related to Compliance with Subpoenas:** In the event that EisnerAmper or EA Group receive a subpoena or other legal process in an action or proceeding in which neither EisnerAmper nor EA Group are a party, that seeks testimony, documents or information related to the services provided pursuant to this Engagement Letter, Client shall reimburse EisnerAmper for all costs and expenses (including reasonable legal fees and costs) associated with providing such testimony, documents or information, including any time expended at EisnerAmper's then standard rates.
- 9. **Employment of EisnerAmper or EA Group Staff:** In the event Client hires a member of EisnerAmper's or EA Group's professional staff, Client shall pay a fee equal to the annual compensation being paid to the individual by EisnerAmper or EA Group. Such fee is payable when the employee accepts the position.
- 10. **Statute of Limitations:** Any legal action or proceeding asserting a claim against EisnerAmper or EA Group arising out of or relating to this Engagement Letter or the services provided under this Engagement Letter shall be asserted within the time periods set forth in La.R.S. 9:5604 and, regardless of the time periods set forth in La.R.S. 9:5604, no later than one (1) year from the Engagement Termination Event, as defined in the Engagement Letter.
- 11. **Jurisdiction, Choice of Law and Jury Waiver:**
 - a. **Louisiana and Jurisdiction:** The terms of this Engagement Letter and all related matters, including any dispute or claim that may arise between us related to the services provided hereunder, shall be governed by the laws of the State of Louisiana without giving effect to choice of law principles and any legal action or proceeding related to this Engagement Letter or the services performed or to be performed pursuant hereto shall be brought before a Louisiana Accountant Review Panel, pursuant to the Louisiana Accountancy Act and otherwise in the state or federal courts located in Louisiana, as applicable.
 - b. **Jury Waiver:** EisnerAmper and Client, to the extent permitted by law, each knowingly, voluntarily and intentionally waive the right to a trial by jury in any action arising out of or relating to this Engagement Letter or the services to be performed by EisnerAmper pursuant hereto. This waiver applies to any legal action or proceeding whether sounding in contract, tort, negligence or otherwise.
- 12. **Miscellaneous:**
 - a. The Engagement Letter and these Standard Terms and Conditions of Engagement shall not be amended, unless in writing and signed by authorized representatives of all parties.
 - b. The Engagement Letter and these Standard Terms and Conditions of Engagement contain the full and complete understanding of EisnerAmper and Client with respect to the subject matter and services described in the Engagement Letter and supersede all prior representations, agreements, contracts, and understandings concerning such subject matter and services, whether they be oral or written, including but not limited to any prior non-disclosure agreements.



- c. The signatories to the Engagement Letter represent and warrant that such person is lawfully authorized and empowered to execute the Engagement Letter on behalf of the party on whose behalf such person is signing, and that upon execution, the Engagement Letter will be binding upon such party, without any further approval, ratification, or other action.
- d. California Accountancy Act: For engagements where services will be provided by EisnerAmper or EA Group through offices located in California, Client acknowledges that certain personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079 and California Code of Regulations Title 16 section 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any state.
- e. Any provision of this Engagement Letter and these Standard Terms and Conditions of Engagement which is prohibited or unenforceable in any jurisdiction shall be so only as to such jurisdiction and only to the extent of such prohibition or unenforceability, but all the remaining provisions of this Engagement Letter shall remain valid and enforceable.
- f. Provisions of this Engagement Letter and the attached Standard Terms and Conditions that by their nature are intended to survive termination shall so survive, including but not limited to the indemnification and limitation of liability obligations herein.

13. **Allinial Global and EisnerAmper Global Ltd:** EisnerAmper is a member firm of EisnerAmper Global Ltd., a network of legally independent firms. EisnerAmper is also a member firm of Allinial Global, an association of legally independent accounting and consulting firms. EisnerAmper Global Ltd., Allinial Global, and their respective member firms and correspondent firms are not responsible for and do not accept liability for the work or advice which EisnerAmper provides to its clients and do not owe any duty in relation to the work or advice which EisnerAmper provides.

