

May 7, 2026

Seymour Library
161 East Avenue
Brockport, NY 14420

Attention: Patrick Pittman, Director and Library Board

The Objective and Scope of the Audit of the Financial Statements

You have requested that Insero & Co. CPAs, LLP (“Firm”, “we”, “us”, or “our”) audit Seymour Library’s (the Library, “you” or “your”) governmental activities and each major fund as of and for the year ending December 31, 2025, which collectively comprise the basic financial statements. You have also requested that we report on whether the supplementary information is fairly stated in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ 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) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements 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 made by a reasonable user made on the basis of these financial statements. 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, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, and GAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, 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.

Insero & Co. CPAs, LLP

- Consider the entity’s system of internal control 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 Library’s 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.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as 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.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Library’s ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Library Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our report on internal control over financial reporting will include any significant deficiencies and material weaknesses in internal control over financial reporting of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

- 1) Identifying and ensuring that the Library complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
- 2) 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 Library involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

- 3) Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Library received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (“RSI”) which accounting principles generally accepted in the United States of America (“U.S. GAAP”) require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor’s report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor’s report thereon.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor’s report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements.

The Library Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the Library, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Library.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

- 1) For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
- 2) To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- 3) For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 4) For report distribution; and
- 5) To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

- b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the Library from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1) That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
- 2) That it believes 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 taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the Library's financial statements. Our report will be addressed to the Library Board of the Library. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditors' report.

If circumstances arise relating to the condition of the Library's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Library's financial statements, we will also issue the following report:

- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Library's books and records. The Library will determine that all such data, if necessary, will be so reflected. Accordingly, the Library will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Library personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Patrick Pittman, Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Library agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Library agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Insero & Co. CPAs, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Insero & Co. CPAs, LLP also has not performed any procedures relating to this official statement or memorandum.

Insero is the brand name under which Insero & Co. CPAs, LLP and Insero Advisors, LLC and its subsidiary entities provide professional services. Insero & Co. CPAs, LLP and Insero Advisors, LLC (and its subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. Insero & Co. CPAs, LLP is a licensed independent CPA Firm that provides attest services to its clients, and Insero Advisors, LLC and its subsidiary entities provide tax and business consulting services to their clients. Insero Advisors, LLC and its subsidiary entities are not licensed CPA Firms. The entities falling under the Insero brand are each individual firms that are separate legal and independently owned entities and are not responsible or liable for the services and/or products provided by any other entity providing services and/or products under the Insero brand. Our use of the terms “our firm” and “we” and “us” and terms of similar import, denote the alternative practice structure conducted by Insero & Co. CPAs, LLP and Insero Advisors, LLC.

In connection with the alternative practice structure, Insero Advisors, LLC maintains custody of client files for Insero & Co. CPAs, LLP. By executing this engagement letter, you hereby consent to the transfer to Insero Advisors, LLC of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records. As part of the alternative practice structure, Insero Advisors, LLC agrees to comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure. and applicable federal, state and local rules with respect to the confidentiality of client information.

Accordingly, Inero Advisors, LLC will not disclose confidential client information without your consent, except that Inero Advisors, LLC 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 or other legal process. Inero Advisors, LLC utilizes appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

Professional standards require that a firm and its covered members maintain independence throughout the professional engagement period. In order to preserve our independence, you agree that you shall not solicit Inero & Co. CPAs, LLP or Inero Advisors, LLC staff for employment and no offer of employment shall be discussed with any Inero & Co. CPAs, LLP or Inero Advisors, LLC personnel during the professional engagement period. You shall inform the engagement partner before entering into any substantive employment discussions with any Inero & Co. CPAs, LLP or Inero Advisors, LLC personnel.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

In the event that any of our employees accept a position of employment with the Library or any of its related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to 50% of the employee's compensation for twelve months prior to the date such employment was contracted. This fee is in recognition of the extensive investment we have made to recruit and develop our personnel. Such a fee is payable when the employee accepts such a position.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Library shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Library shall not knowingly cause Inero & Co. CPAs, LLP to violate any sanctions applicable to Inero & Co. CPAs, LLP. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Accounting and Nonattest Services

In connection with our audit, you have requested us to perform the following nonattest services:

- Assistance in the preparation of the financial statements and related notes of the Library in conformity with U.S. GAAP based on information provided by you.
- Assistance with implementation of new Government Accounting Standards Board Statements, if applicable

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonattest service to the Library, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonattest services provided.

A critical component of our determination is consideration of management's ability to effectively oversee the nonattest services to be performed. The Library has agreed that Patrick Pittman, Director possesses suitable skill, knowledge or experience and that the individual understands the nonattest services to be performed and described above sufficiently to oversee them. Accordingly, the management of Library agrees to the following:

- 1) The Library has designated Patrick Pittman, Director as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
- 2) Patrick Pittman, Director will assume all management responsibilities for subject matter and scope of the nonattest services;
- 3) The Library will evaluate the adequacy and results of the services performed; and
- 4) The Library accepts responsibility for the results and ultimate use of the services.

To the extent Inero Advisors, LLC or Inero & Co. CPAs, LLP performs any nonattest services, GAS further requires that we establish an understanding with the Library's management and those charged with governance of the objectives of the nonattest services, the services to be performed, the Library's acceptance of its responsibilities, the auditors' responsibilities and any limitations of the nonattest services. We believe this Engagement Letter documents that understanding. Inero Advisors, LLC or Inero & Co. CPAs, LLP, 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.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is available on our website (www.ineroadvisors.com) or by request for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

- 1) Anticipated cooperation from Library personnel
- 2) Timely responses to our inquiries
- 3) Timely completion and delivery of client assistance requests
- 4) Timely communication of all significant accounting and financial reporting matters
- 5) The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Payment is due upon invoice delivery.

The payment schedule for the aforementioned services is as follows:

Audit services for the year ending December 31, 2025	\$16,000
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Invoices for our services pursuant to this Engagement Letter will be sent to: 161 East Avenue, Brockport, NY 14420.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. We may share your information, including Confidential Information and Personal Information, with these third-party service providers; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of the United States and outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We may provide services to you using certain third-party hardware, software, equipment, or products (collectively, “Third-Party Products” and each, individually, a “Third-Party Product”). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product’s infrastructure and not ours, which may result in the access, transfer, disclosure, storage or processing of such information and data outside of the United States.

You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third Party Product relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such Library-provided data and information may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent Inero & Co. CPAs, LLP gives the Library access to a Third-Party Product in connection with the services contemplated herein, the Library agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Library shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Library, or any user to whom the Library grants access to such Third-Party Product. The Library agrees to indemnify and hold Inero & Co. CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, and fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Library, or any user to whom the Library grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Inero & Co. CPAs, LLP. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of our audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by us for the Library under this Engagement Letter, or any documents belonging to the Library or furnished to us by the Library.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to our applicable policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing the Access & Release Letter provided by Inero & Co. CPAs, LLP, without substantive modifications thereto. We reserve the right to decline a successor auditors' request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Library, the Library 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 expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Insero & Co. CPAs, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least seven years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of Insero & Co. CPAs, LLP audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

Because Insero & Co. CPAs, LLP will rely on the Library and its management and Library Board to discharge the foregoing responsibilities, the Library agrees to indemnify, hold harmless and release the Firm and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Library's management.

THE LIBRARY AND THE FIRM AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY THE FIRM OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL THE FIRM OR THE LIBRARY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE LIBRARY TO THE FIRM UNDER THIS ENGAGEMENT LETTER.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE LIBRARY OF ITS PAYMENT OBLIGATIONS TO THE FIRM UNDER THIS ENGAGEMENT LETTER.

Confidentiality

The Firm and the Library may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, the Firm and the Library agree as the recipient of such Confidential Information (the “Receiving Party”) to keep strictly confidential all Confidential Information provided to it by the disclosing party (the “Disclosing Party”) and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, the Firm is permitted to disclose the Library’s Confidential Information to our personnel, agents, Subcontractors, and representatives (collectively, the “Insero & Co. CPAs, LLP Parties” and each, individually, an “Insero & Co. CPAs, LLP Party”) for the purpose of exercising its rights and fulfilling its obligations hereunder and to comply with applicable laws and professional, regulatory, and/or ethical standards.

“Confidential Information” means information in any form, consisting of: (i) any nonpublic information provided by the Disclosing Party; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, the Library acknowledges and agrees that Audit Documentation constitutes Confidential Information of Insero & Co. CPAs, LLP.

“Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party’s Confidential Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Library consents to the Insero & Co. CPAs, LLP Parties using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Library, or otherwise obtained by Insero & Co. CPAs, LLP, in connection with: (i) the services provided under this Engagement Letter, to provide the Library with professional services under any other professional services agreement the Library enters into or has entered into with an Insero & Co. CPAs, LLP Party; and (ii) those professional services provided by an Insero & Co. CPAs, LLP Party under another professional service agreement with the Library, to provide the services under this Engagement Letter to the Library.

The Library consents to the Inero & Co. CPAs, LLP Parties using Confidential Information and Personal Information provided by or on behalf of the Library to: (i) improve the quality of our services and offerings; and/or (ii) develop or perform internal data analysis, business analytics or insights, or other internal insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients to provide services or offerings. The Inero & Co. CPAs, LLP Parties will not use or disclose such Confidential Information or Personal Information in a way that would permit the Library or an individual to be identified by third parties without your prior written consent.

In connection with the alternative practice structure, Inero Advisors, LLC maintains custody of client files for Inero & Co. CPAs, LLP and Inero Advisors, LLC. By executing this engagement letter, you hereby consent to the transfer to Inero Advisors, LLC of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

Personal Information

As used herein, the term “Personal Information” means any personal information or data, as may be defined by applicable privacy, data protection or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to an Inero & Co. CPAs, LLP Party of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement.

We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any loss, damage, or expense arising out of or from, or relating to, such termination or suspension of our services.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, a legal process, a contractual obligation with a third party, applicable professional or ethical standards, or, in the case of the Firm, our client acceptance or retention standards; or (ii) if the other party, or any director, executive, partner or principal thereof, is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List (as defined herein).

Neither Insero & Co. CPAs, LLP nor the Library shall not be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages.

At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days by a Force Majeure Event; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party.

A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Library to Insero & Co. CPAs, LLP shall also be sent to the following address: 20 Thornwood Drive, Suite 200, Ithaca, New York, 14850. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto, constitutes the entire agreement between Insero & Co. CPAs, LLP and the Library, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter, including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Seymour Library
May 7, 2026
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Respectfully Submitted,

A handwritten signature in black ink that reads "Insero & Co. CPAs, LLP". The signature is written in a cursive, slightly slanted style.

Insero & Co. CPAs, LLP
Certified Public Accountants
Ithaca, New York

Duane Shoen, CPA, Partner

Confirmed on behalf of Seymour Library:

Patrick Pittman, Director

Date