

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

FINAL FEE APPLICATION COVER SHEET

FOR THE PERIOD FEBRUARY 28, 2024 THROUGH JUNE 13, 2024

In re Thrasio Holdings, Inc., *et al.*,¹

Applicant: KPMG LLP

Case No.: 24-11840 (CMG)

Client: Debtors and Debtors in Possession

Chapter 11

Cases Filed: February 28, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Ryan J. Kelly 7/29/2024

Ryan J. Kelly
KPMG LLP
1601 Market Street
Suite 29, KPMG
Philadelphia, PA 19103
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¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



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**SECTION I
FEE SUMMARY**

**FINAL FEE APPLICATION FOR THE PERIOD FROM
FEBRUARY 28, 2024 THROUGH JUNE 13, 2024²**

FEE TOTALS	\$62,433.50
DISBURSEMENTS TOTALS	\$0.00
TOTAL FEE APPLICATION	\$62,433.50 ³

	<u>FEES</u>	<u>EXPENSES</u>
Total Previous Fees/Expenses Requested:	\$ 62,433.50	\$ -
Total Fees/Expenses Allowed to Date:	\$ 49,946.80 ⁴	\$ -
Total Retainer Remaining (If Applicable):	\$ 110,569.00	\$ -
Total Holdback (If Applicable):	\$ 12,486.70	\$ -
Total Received by KPMG LLP:	\$ -	\$ -

² Unless otherwise stated, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Amended Order Authorizing and Approving the Employment and Retention of KPMG LLP to Provide Tax Consulting and Tax Compliance Services to the Debtors, Effective as of the Petition Date*, (the “Retention Order”) [Docket No. 744].

³ Per paragraph 26 of the KPMG Retention Application (the “Retention Application”) [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court’s approval, KPMG intends to apply \$62,433.50 of the remaining retainer balance to satisfy 100% of fees requested in this Final Fee Application.

⁴ The objection period for the Combined First Monthly Fee Statement will expire on August 5, 2024.

**SECTION II
SUMMARY OF SERVICES**

**SUMMARY OF PROFESSIONALS' TIME DURING COMPENSATION PERIOD OF
FEBRUARY 28, 2024 THROUGH JUNE 13, 2024**

Professional Person	Position & Department	Total Hours Billed	Hourly Billing Rate	Total Compensation
Aaron Shapira	Managing Director - M&A Tax	8.7	\$ 1,284	\$ 11,170.80
Ana Simunovic	Senior Associate - Bankruptcy	7.6	\$ 297	\$ 2,257.20
Becca Banfield	Senior Manager - M&A Tax	9.1	\$ 1,177	\$ 10,710.70
Becky Biwer	Senior Associate - M&A Tax	0.4	\$ 816	\$ 326.40
Brooke Perrone	Managing Director - International Tax	0.8	\$ 1,039	\$ 831.20
Eric Albritton	Senior Manager - M&A Tax	0.6	\$ 1,177	\$ 706.20
Jonny Burgin	Manager - Tax - Economic & Valuation Services	1.8	\$ 986	\$ 1,774.80
Kristen Ngo	Senior Associate - M&A Tax	2.3	\$ 816	\$ 1,876.80
Kristen Ortuso	Partner - Tax - BTS	0.8	\$ 1,005	\$ 804.00
Kyle Clark	Associate - M&A Tax	9.2	\$ 493	\$ 4,535.60
Laura Velez	Associate - Tax - Economic & Valuation Services	1.3	\$ 493	\$ 640.90
Mark Hoffenberg	Principal - M&A - Washington National Tax	0.3	\$ 1,475	\$ 442.50
Michael Campagna	Senior Manager - M&A Tax	8.2	\$ 1,177	\$ 9,651.40
Mila Orobias	Associate - Bankruptcy	4.0	\$ 255	\$ 1,020.00
Ryan Kelly	Principal - M&A Tax	7.4	\$ 1,369	\$ 10,130.60
Ryan Ostrout	Manager - Tax - BTS	0.4	\$ 725	\$ 290.00
Van Godfrey	Senior Manager - M&A Tax	0.8	\$ 1,177	\$ 941.60
Wendy Shaffer	Associate Director - Bankruptcy	10.7	\$ 404	\$ 4,322.80
Hours and Fees at Discounted Rates		74.4		\$ 62,433.50
Out of Pocket Expenses				\$ -
Total Fees & Out of Pocket Expenses				\$ 62,433.50
Blended Rate			\$ 839.16	

**HOURS BY CATEGORY DURING COMPENSATION PERIOD OF
FEBRUARY 28, 2024 THROUGH JUNE 13, 2024**

Project Category	Total Hours Billed	Total Fees Requested
Tax Consulting - Restructuring Services	49.3	\$ 51,913.20
Tax Consulting - Tax Compliance Services	2.0	\$ 1,925.20
Retention Services	19.1	\$ 7,575.10
Fee Preparation Services	4.0	\$ 1,020.00
Total	74.4	\$ 62,433.50

SECTION III
SUMMARY OF DISBURSEMENTS

**SUMMARY OF EXPENSES DURING COMPENSATION PERIOD OF
FEBRUARY 28, 2024 THROUGH JUNE 13, 2024**

Service Description	Amount
Airfare	\$ -
Lodging	\$ -
Meals	\$ -
Ground Transportation	\$ -
Miscellaneous	\$ -
Total	\$ -

**SECTION IV
CASE HISTORY**

1. Date cases filed: February 28, 2024
2. Chapter under which case commenced: Chapter 11
3. Date of retention: April 1, 2024, effective as of February 28, 2024.

If limit on number of hours or other limitations to retention, set forth: N/A

4. Summarize in brief the benefits to the estate and attach supplements⁵ as needed:

Tax Consulting - Restructuring Services

- (a) KPMG provided general advice on future tax reporting obligations in light of the bankruptcy and planned emergence.

Tax Consulting – Tax Compliance Services

- (a) KPMG analyzed various emergence transaction scenarios as part of our tax attribute reduction and cash tax forecast modeling which included discussions and correspondence with relevant Thrasio employees and counsel. KPMG also progressed with its stock basis and 382 analyses, and participated in various discussions with Thrasio regarding the tax treatment of service provider costs incurred relative to the bankruptcy for tax purposes.

Fee Preparation Services

- (a) The billing procedures required by the U.S. Trustee Guidelines differ from KPMG's normal billing procedures and as such, the Local Rules and the Administrative Fee Order entered in these cases have required significant effort to inform the timekeepers of their responsibilities, compile the detailed time and expenses entries, begin preparation of the detailed and summary schedules of fees and expenses incurred, and begin drafting the schedules included in the monthly fee applications as well as the interim fee applications.

Retention Services

- (a) Services included researching client bankruptcy with regards to retention; the preparation of KPMG declaration and retention order; discussions and fact finding

⁵ The Combined First Monthly Fee Statement [Docket No. 1439] attached hereto as Schedule B contains detailed descriptions of the services rendered and expenses incurred by KPMG during the Compensation Period.

with KPMG partners as well as the Office of General Counsel; discussions and correspondence with Debtors' counsel related to employment application

5. Anticipated distribution to creditors:

- a. Administration expenses: Paid in full.
- b. Secured creditors: Paid in accordance with the *First Amended Joint Plan of Reorganization of Thrasio Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* (the "Plan") [Docket No. 1125].
- c. Priority creditors: Paid in accordance with the Plan.
- d. General unsecured creditors: Paid in accordance with the Plan.

6. Final disposition of case and percentage of dividend paid to creditors: This is the final fee application. Distributions to creditors were made in accordance with the Plan.

[The remainder of this page left intentionally blank.]

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

THRASIO HOLDINGS, INC., et al.,

Debtors.¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**FINAL FEE APPLICATION
OF KPMG LLP, PROVIDING TAX CONSULTING AND
TAX COMPLIANCE SERVICES TO THE DEBTORS AND DEBTORS
IN POSSESSION FOR COMPENSATION FOR PROFESSIONAL SERVICES
RENDERED FOR THE PERIOD OF FEBRUARY 28, 2024 THROUGH JUNE 13, 2024**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

KPMG LLP (“KPMG”), providing Tax Consulting and Tax Compliance Services to the above captioned debtors and debtors-in-possession (collectively, the “Debtors”), hereby submits this final fee application (the “Final Fee Application”), requesting entry of an order, pursuant to sections 328 and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”), (a) granting final approval and allowance of compensation for professional services to the Debtors during the period from February 28, 2024 through June 13, 2024 (the “Final Compensation Period”) in the amount of \$62,433.50 and (b) authorizing and directing the Debtors to pay² all such

¹ The last four digits of Debtor Thrasio Holdings, Inc.’s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors’ service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.

² Per paragraph 26 of the KPMG Retention Application [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court’s approval, KPMG intends to apply \$62,433.50 of the remaining retainer balance to satisfy 100% of fees requested in this Final Fee Application.

approved and allowed compensation, less any amounts previously paid for such compensation. In support of this Final Fee Application, KPMG respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and other bases for the relief requested in this Final Fee Application are sections 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1, and the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professions Retained by Order of This Court* [Docket No. 290].

BACKGROUND

4. On February 28, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On the March 1, 2024, the Court entered an order [Docket No. 64] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On March 12, 2024, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 163].

5. On April 1, 2024, the Debtors filed the Retention Application to retain and employ KPMG as their Tax Consulting and Tax Compliance provider, effective as of the Petition Date.

6. On May 13, 2024, the Court entered the order approving the Retention Application [Docket No. 744] (the “Retention Order”), attached hereto as **Schedule A**. A copy of the Engagement Letters was appended to the Retention Order as Exhibit 1 and Exhibit 2.

7. On April 4, 2024, the Court entered the Administrative Fee Order, which sets forth the procedures for interim compensation and reimbursement of expenses for all professionals in these cases.

8. On June 13, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Plan of Reorganization of Thrasio Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Confirmation Order”) [Docket No. 1124].³ The effective date occurred on June 18, 2024.

DESCRIPTION OF SERVICES RENDERED

9. KPMG provides below an overview of the services it rendered as Tax Consulting and Tax Compliance Services provider to the Debtors during the Final Compensation Period. Detailed descriptions of these services, the amount of fees incurred, the amount of hours spent providing those services, and the actual and necessary expenses incurred in providing such services throughout this Final Compensation Period are provided at Docket Number 1439.

Tax Consulting – Restructuring Services

- (a) KPMG provided general advice on future tax reporting obligations in light of the bankruptcy and planned emergence.

Tax Consulting – Tax Compliance Services

³ In accordance with the Confirmation Order, this Final Fee Application includes fees and expenses incurred through June 13, 2024.

- (a) KPMG analyzed various emergence transaction scenarios as part of our tax attribute reduction and cash tax forecast modeling which included discussions and correspondence with relevant Thrasio employees and counsel. KPMG also progressed with its stock basis and 382 analyses, and participated in various discussions with Thrasio regarding the tax treatment of service provider costs incurred relative to the bankruptcy for tax purposes.

Fee Preparation Services

- (a) The billing procedures required by the U.S. Trustee Guidelines differ from KPMG's normal billing procedures and as such, the Local Rules and the Administrative Fee Order entered in these cases have required significant effort to inform the timekeepers of their responsibilities, compile the detailed time and expenses entries, begin preparation of the detailed and summary schedules of fees and expenses incurred, and begin drafting the schedules included in the monthly fee applications as well as the interim fee applications.

Retention Services

- (a) Services included researching client bankruptcy with regards to retention; the preparation of KPMG declaration and retention order; discussions and fact finding with KPMG partners as well as the Office of General Counsel; discussions and correspondence with Debtor's counsel related to employment applications.

RELIEF REQUESTED

10. By this Final Fee Application, KPMG requests entry of an order, (a) granting final approval and allowance of compensation for professional services to the Debtors during the Final Compensation Period in the amount of \$62,433.50 and (b) authorizing and directing the Debtors to pay⁴ all such approved and allowed compensation, less any amounts previously paid for such compensation.

11. All services for which compensation is requested by KPMG were performed during the Final Compensation Period on behalf of the Debtors.

⁴ Per paragraph 26 of the KPMG Retention Application [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court's approval, KPMG intends to apply \$62,433.50 of the remaining retainer balance to satisfy 100% of fees requested in this Final Fee Application.

12. The fees charged by KPMG have been billed in accordance with the Engagement Letter and the Retention Order and are comparable to those fees charged by KPMG for professional services rendered in connection with similar chapter 11 cases and non-bankruptcy matters. KPMG submits that such fees are reasonable based upon the customary compensation charged by similarly skilled practitioners in comparable bankruptcy cases and non-bankruptcy matters.

13. There is no agreement or understanding between KPMG and any other person, other than members of the firm, for the sharing of compensation to be received for services rendered in these chapter 11 cases.

ACTUAL AND NECESSARY EXPENSES

14. As set forth on Exhibit D, KPMG is not seeking reimbursement of actual and necessary expenses incurred by KPMG during the Final Compensation Period.

BASIS FOR RELIEF

15. Section 328(a) of the Bankruptcy Code allows a professional to obtain prior court approval of the terms of its retention. *See* 11 U.S.C. § 328(a). Under section 328(a), a professional may avoid uncertainty by obtaining (i) advance court approval of compensation terms agreed to with the estate and (ii) a court's finding that such terms are "reasonable" in advance of the professional's providing related services. *See In re Nat'l Gypsum Co.*, 123 F.3d 861, 862–63 (5th Cir. 1997). Section 328(a) explicitly contemplates court approval of contingent fees. *See* 11 U.S.C. § 328(a) ("The trustee . . . with the court's approval, may employ or authorize the employment of a professional person . . . on any reasonable terms and conditions of employment, including . . . on a fixed or percentage fee basis, or on a contingent fee basis.").

16. If a court has entered an order authorizing a professional's employment that "expressly and unambiguously states specific terms and conditions (e.g., specific hourly rates or contingency fee arrangements) that are being approved pursuant to the first sentence of Section 328(a)," the court is constrained to apply only the "improvident" standard of section 328(a) in any later review of such professional's requested compensation. *Zolfo, Cooper & Co. v. Sunbeam-Oster Co., Inc.*, 50 F.3d 253, 261 (3d Cir. 1995).

17. Under the section 328(a) standard, a bankruptcy court wishing to render a previously approved fee arrangement "improvident" must find that there have been "developments not capable of being anticipated at the time of the fixing of the terms and conditions" of the engagement. 11 U.S.C. § 328(a). It is not enough that developments in a case are simply unforeseen. *Daniels v. Barron (In re Barron)*, 225 F.3d 583, 585 (5th Cir. 2000).

18. Section 330 of the Bankruptcy Code, moreover, provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330 also sets forth the following non-exclusive criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded to . . . [a] professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- A. the time spent on such services;
- B. the rates charged for such services;
- C. whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;

- D. whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- E. with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- F. whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3); *see also In re XO Commc'ns, Inc.*, 398 B.R. 106, 113 (Bankr. S.D.N.Y. 2008) (stating that, “in considering a transaction fee, courts recognize that certain of these factors do not apply, such as ‘time spent’ or the ‘rates charged’”) (quoting *In re Intelogic Trace, Inc.*, 188 B.R. 557, 559 (Bankr. W.D. Tex. 1995)).

19. Each component of KPMG’s compensation that became payable during the Final Compensation Period was earned under the terms of the Court-approved Engagement Letters, as modified by the Retention Order. KPMG submits that the services it performed on behalf of the Debtors, as summarized above and as more fully described in KPMG’s time records, were necessary for and beneficial to the Debtors’ estates. Moreover, KPMG’s services were consistently performed in a timely, expert and considered manner commensurate with the complexity and importance of the issues involved.

20. No previous application for the relief sought herein has been made to this or any other court.

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CERTIFICATION OF COMPLIANCE

21. The undersigned has reviewed the requirements of Local Rule 2016-1 and certifies that, to the best of his knowledge, information and belief, this Final Fee Application complies with that rule.

WHEREFORE, KPMG requests entry of an order, (a) granting final approval and allowance of compensation for professional services rendered to the Debtors during the Final Compensation Period in the amount of \$62,433.50 and (b) authorizing and directing the Debtors to pay¹ all such approved and allowed compensation, less any amounts previously paid for such compensation.

Dated: July 29, 2024
Philadelphia, PA

By: /s/ Ryan J. Kelly
Ryan J. Kelly
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¹ Per paragraph 26 of the KPMG Retention Application [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court's approval, KPMG intends to apply \$62,433.50 of the remaining retainer balance to satisfy 100% of fees requested in this Final Fee Application.

Schedule A

Retention Order



Order Filed on May 8, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: THRASIO HOLDINGS, INC., <i>et al.</i> , Debtors. ¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**ORDER AUTHORIZING AND APPROVING
THE EMPLOYMENT AND RETENTION OF KPMG LLP
TO PROVIDE TAX CONSULTING AND TAX COMPLIANCE
SERVICES TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

DATED: May 8, 2024


Honorable Christine M. Gravelle
United States Bankruptcy Judge

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



241184024050800000000001

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

Upon the application (the “Application”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rules 2014-1 and 2016-1 of the Local Rules for the District of New Jersey (the “Local Rules”), authorizing them to retain and employ KPMG LLP (“KPMG”) to provide tax consulting services to the Debtors in the above-captioned chapter 11 cases effective as of the Petition Date; and upon the Declaration of Ryan J. Kelly, a principal at KPMG (the “Declaration”) in support thereof; and the Court being satisfied based on the representations made in the Application and in the Declaration that KPMG represents no interest adverse to the Debtors’ estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; the terms of the Engagement Letters are reasonable terms for the purposes of section 328(a) of the Bankruptcy Code; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is **HEREBY ORDERED THAT:**

² Capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Application.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

1. The Application is **GRANTED** as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are authorized to retain and employ KPMG to provide Tax Services to the Debtors on the terms set forth in the Application and the Engagement Letters, as modified by this Order.
3. KPMG shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order, any interim compensation orders entered by this Court, and any other applicable orders of this Court. KPMG intends to, and shall, make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013.
4. The Debtors are authorized to pay KPMG's fees and to reimburse KPMG for its actual, reasonable, and documented out-of-pocket costs and expenses as provided in the Engagement Letters as modified by this Order and consistent with the proposed compensation set forth in the Engagement Letters. KPMG shall not seek reimbursement of any costs, including attorney fees and costs, arising from the defense of any of KPMG's fee applications in these cases.
5. The terms and conditions of the Engagement Letters, as modified by this Order, are approved.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

6. KPMG will file monthly, interim, and final fee applications for allowance of its compensation and reimbursement of its expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter as modified by this Order; *provided* that with respect to any services provided on a fixed fee basis, KPMG's professionals shall only be required to maintain reasonably detailed time records in one-half (1/2) hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. With respect to KPMG's hourly fees, KPMG shall keep reasonably detailed time records in one-tenth (1/10) hour increments in accordance with the Fee Guidelines and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. Notwithstanding anything to the contrary contained in the Application, the Declaration, or the Engagement Letters, KPMG's interim and final applications for compensation and reimbursement of actual expenses shall be subject to review under the reasonableness standard in section 330 of the Bankruptcy Code. KPMG shall only bill 50% for non-working travel.

7. To the extent the Debtors and KPMG enter into any additional engagement letter(s), the Debtors will file such engagement letter(s) with the Court and serve such

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

engagement letter(s) upon the U.S. Trustee, counsel to the agents for the Debtors' post-petition secured lenders, and counsel to the Committee. Absent any objection filed within fourteen (14) days of such new engagement letter(s) being filed and served, KPMG shall be deemed authorized and approved to provide and be compensated for such additional services pursuant to this Order and the terms of such supplemental agreement, engagement agreement, or statement of work. If any such parties object to the additional services to be provided by KPMG, the Debtors will promptly schedule a hearing before the Court within ten (10) days of receipt of any such objection or as soon thereafter as is practicable. All additional services will be subject to the provisions of this Order.

8. The indemnification, contribution, and reimbursement provisions included in the Engagement Letters are approved, subject during the pendency of these chapter 11 cases to the following modifications:

- a. KPMG shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letters, unless the indemnification, contribution or reimbursement is approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Letters, the Debtors shall have no obligation to indemnify KPMG or provide contribution or reimbursement to KPMG for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from KPMG's gross negligence, bad faith, fraud, self-dealing, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of KPMG's contractual obligations under the Engagement Letters unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to that exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

notice and a hearing, to be a claim or expense for which KPMG should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letters, as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, KPMG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letters (as modified by this Order), including without limitation the advancement of defense costs, KPMG must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to KPMG. All parties in interest shall retain the right to object to any demand by KPMG for indemnification, contribution, or reimbursement in accordance with the terms of this Order.; and
- d. Any limitation of liability provisions or limitations on amounts to be contributed by KPMG in the Application or the Engagement Letters shall be eliminated.

9. Prior to any increases in KPMG's rates for any individual retained by KPMG and providing services in these cases, KPMG shall file a supplemental declaration with this Court and provide 10 business days' notice to the Debtors and the U.S. Trustee. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including the reasonableness standard provided for in section 330 of the Bankruptcy Code and all

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rates and rate increases are subject to review by this Court pursuant to Section 330 of the Bankruptcy Code.

10. Notwithstanding anything in the Application or the Engagement Letters to the contrary, KPMG shall (i) to the extent that KPMG uses the services of independent contractors, or subcontractors (collectively, the “Contractors”) in these cases, KPMG shall pass-through the cost of such Contractors to the Debtors at the same rate that KPMG pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors are subject to the same conflict checks as required for KPMG, (iv) file with the Court such disclosures required by Bankruptcy Rule 2014, and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications, and/or final fee applications filed in these cases.

11. Any additional services provided by KPMG on behalf of the Debtors that are not covered by this Order shall require further Court approval.

12. If KPMG seeks reimbursement from the Debtors for attorneys’ fees and expenses pursuant to the Application and/or the Engagement Letters, the invoices and supporting time records for the attorneys’ fees and expenses shall be billed in one-tenth (1/10) hour increments and included in KPMG’s own fee applications, both interim and final, and such invoices and time records shall be in compliance with Local Rule 2016-1(f) and shall be subject to the U.S. Trustee guidelines and approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney’s services satisfy section 330 (a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, KPMG

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shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of KPMG's independent counsel.

13. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, KPMG shall file a notice with the Court in the event that it has determined to suspend and/or terminate its services for the Debtors under the Engagement Letters ten (10) days prior to the effective date of such suspension or termination.

14. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, the second and third sentences of section 2 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2022 Engagement Letter and the second and third sentences of section 3 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2023 Engagement Letter are eliminated during the pendency of these chapter 11 cases.

15. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, section 14 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2022 Engagement Letter and section 15 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2023 Engagement Letter shall not be applicable during the pendency of these chapter 11 cases.

16. Notwithstanding anything in the Application, the Declaration, or Engagement Letters to the contrary, KPMG shall apply any remaining amounts of the retainer as a credit

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toward postpetition fees and expenses to the extent such postpetition fees and expenses are not objected to. At the conclusion of KPMG's engagement by the Debtors, if the amount of the retainer held by KPMG is in excess of the amount of KPMG's outstanding and estimated fees, expenses, and costs, KPMG will pay to the Debtors the amount by which the retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letters.

17. The Debtors shall comply with the notice requirement set forth in paragraph 4(c) of KPMG's Standard Terms and Conditions for Advisory and Tax Services included in the 2022 Engagement Letter (the "Standard Terms and Conditions"), including providing the written notice required prior to disseminating or advancing any of KPMG's advice, recommendations, information, or work product to third parties.

18. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, during the pendency of the chapter 11 cases, paragraph 6 of the Standard Terms and Conditions attached to the 2022 Engagement letter and the 2023 Engagement Letter are deleted.

19. KPMG shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

20. KPMG will provide all monthly fee statements, interim fee applications, and its final fee application in "LEDES" or "Excel" format to the U.S. Trustee.

21. Notwithstanding anything in the Application to the contrary, KPMG shall seek reimbursement from the Debtors' estates for its engagement-related expenses at KPMG's actual cost paid.

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22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

23. Notwithstanding anything in the Application or the Engagement Letters to the contrary, during the pendency of the chapter 11 cases, this Court retains exclusive jurisdiction over all matters arising out of and/or pertaining to KPMG's engagement until such jurisdiction is relinquished.

24. During the pendency of the chapter 11 cases, this Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order.

25. To the extent that this Order is inconsistent with the Engagement Letters, the Declaration, or the Application, the terms of this Order shall govern.

Exhibit 1

2022 Engagement Letter



KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Telephone +1 617 988 1000
Fax +1 617 507 8321
kpmg.com

April 8, 2022

PRIVATE

Thrasio, LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Mr. Steve Nee, Senior Vice President

We are pleased you have engaged KPMG LLP (KPMG) to provide tax compliance and tax consulting services to Thrasio, LLC (Thrasio or "Client"). This engagement contract confirms the scope and related terms of your engagement of KPMG.

Scope of Services

We will prepare federal and state and local income tax returns and supporting schedules for the 2021, 2022 and 2023 tax years. Our records indicate that we should prepare the returns identified on Attachment A of this Appendix. For any subsequently determined additional U.S. filings, including but not limited to federal and/or state, and amended tax returns for which KPMG has prepared the original filings, mutually agreed upon fees shall be agreed upon prior to commencing with such tax compliance services. The engagement is intended to be for a three-year term unless extended by mutual written agreement of both parties. Thrasio may terminate this agreement for any reason, or for no reason, upon ten (10) days prior written notice. In the event of termination, Thrasio will only be obligated to pay for professional services completed through the date of termination.

In performing these services, the following considerations will apply to this engagement.

We will prepare these returns from the information you submit. We will not audit or independently verify the data you submit. However, we may ask for clarification of some of the information. Our engagement cannot be relied on to uncover errors, omissions, or irregularities, should any exist in the underlying information incorporated in the tax returns. However, we will inform you of any such matters that come to our attention. Because you or your authorized representative have ultimate responsibility for the tax returns, you or your authorized representative should review the returns before you or your authorized representative signs and files the returns.

Please note that if Thrasio had a taxable presence (e.g., an employee within the jurisdiction or any tangible property owned or rented within the jurisdiction) in any jurisdiction not listed in this letter, it may be subject to income or franchise tax and/or reporting requirements in that jurisdiction, depending upon the particular facts. It is Thrasio's obligation to notify KPMG if assistance is needed to determine whether Thrasio is liable for income or franchise tax or has a filing requirement in any jurisdiction not listed in this letter.

Client Responsibilities



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The assumptions listed below were made in defining the scope of tax compliance services for preparation of the returns listed in this engagement contract (the Return(s)).

1. Thrasio is responsible for providing complete and accurate information relevant to the federal and state filing requirements (including state allocation and apportionment information) to KPMG.
1. The information will be provided to KPMG within the mutually agreed-upon timeframe.
2. Thrasio will review the Return(s) (including footnotes, schedules, and disclosures as needed) and provide written approval of or comments on the completed Return(s) within 15 days of receipt of the Return(s) from KPMG.

Assumptions

For pricing of the preparation of the Return(s), KPMG made certain assumptions, based upon information made available by Thrasio as of the date of this engagement contract. Unless otherwise agreed upon, those assumptions include, but are not limited to, the following:

1. There have been no changes to any entity or the federal tax classification of any entity for federal or state tax purposes;
3. There have been no significant changes to the capital structure of any entity (including any actual or deemed contributions, distributions, or dispositions of interests);
4. There have been no significant changes to the organizational or legal structure or business operations of Thrasio (such as a new line of business or the addition of foreign operations);
5. No tax accounting method changes have been or will be made that will impact the Returns;
6. For federal and state income tax purposes, no filing requirements other than those listed in this engagement contract will be required;
7. The Return(s) will be prepared utilizing standard KPMG tools, technology and work papers;
8. KPMG will not provide manual manipulation or data entry services of tax calculations into Thrasio prepared workbooks;
9. The information provided by Thrasio does not appear incomplete or incorrect;
10. No cosmetic changes will be made to the standard tax return format including any footnotes, statements, or disclosures unless required by a material change to the information provided. Cosmetic changes are presentational changes on forms that do not affect calculations or taxable income;
11. KPMG will provide only electronic copies of the Return(s) and supporting schedules for Thrasio's review. KPMG will provide Thrasio access to a KPMG collaboration site;
12. Return(s) and supporting schedules will constitute the final deliverables. Any additional documentation requested will be treated as out of scope; and



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13. All Return(s) mandated to be electronically filed will be electronically filed by KPMG. Return(s) will be electronically filed in accordance with a mutually-agreed upon timeframe between KPMG and Thrasio.

Out-of-Scope Compliance Services

Only the Returns and the tasks detailed in Attachment A of Appendix I are within the scope of KPMG's services.

The following services are not within the scope of this engagement contract; however, KPMG can assist with such additional procedures subject to an addendum or new engagement contract at a fee to be agreed upon.

- Material one-off transactions undertaken by you that require analysis of facts and research of the appropriate tax treatments, including statements and disclosures. Material transactions include, but are not limited to, determining the amount and character of gain or loss upon disposition of asset(s) or debt refinancing and associated tax considerations of incurred debt costs.
- Complex tax issues or changes in federal or state tax law changes and/or regulations, including newly enacted law or issued guidance that requires detailed analysis of facts and/or research to determine the appropriate tax treatment of an item, development of facts, research, analysis and qualification of amount.
- Specialized tax elections and accounting method changes including those, but not limited to, those method changes impacted by tax reform and the adoption of new accounting standards.
- Schedule UTP, Uncertain Tax Position Statement.
- Material incomplete, inconsistent, or revised information. If the information is incomplete, inconsistent with prior year, or does not agree to supporting schedules, KPMG will notify Thrasio of the discrepancies, and Thrasio will be responsible to address the discrepancy in a timely fashion. If additional assistance from KPMG is needed to address the variances identified, such additional assistance will be provided as an out-of-scope service.

All returns are subject to examination by the taxing authorities. In the event of an examination, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax returns. In preparing your returns, we rely on your representations that you understand and have complied with applicable documentation requirements for your income, expenses, deductions, and credits. If an examination occurs, and if you and we agree to have KPMG assist or represent you in the examination, any such additional services and the fee therefore would be set forth in a separate engagement contract.

Tax Provision Services

Upon request, KPMG or KPMG Member Firms may provide local country tax provision review and assistance for those entities listed in **Appendix A** as follows:

Review select year-end tax and financial information and schedules;

Review the income tax provision reporting packages that include temporary and permanent



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differences;

Other matters related to the tax provision with respect to such matters that may arise for which you seek our assistance and that are not the subject of a separate engagement letter.

Uncertain Tax Positions

Unless separately engaged to do so, KPMG will not express an opinion on the possible outcome of an uncertain tax position. In making preliminary computations, KPMG may incorporate the effect of valuation allowance and uncertain tax positions as determined by management.

Communication with Independent Auditor

In this engagement, KPMG assumes no responsibility for auditing information provided by Thrasio or for expressing an opinion on any part of Thrasio's financial statements. Those are the sole responsibility of Thrasio's independent auditor. If necessary and appropriate, KPMG will meet with Thrasio's independent auditor during the course of the engagement to discuss our services and any preliminary findings.

Management's Role and Responsibilities

Thrasio's management is responsible for providing the necessary financial and tax information to KPMG. Thrasio's management is also responsible for establishing and supporting its current and deferred income taxes and financial statement disclosures. Our assistance is intended to help management in fulfilling these responsibilities. Thrasio's management will review and approve the final calculation and the underlying financial statement and tax positions taken.

In addition to the other obligations of Thrasio set forth above, Thrasio will:

- a. Provide KPMG, on a timely basis, all information, documentation and materials relating to Thrasio's operations necessary for KPMG to perform the Services;
- b. Establish that all information provided to KPMG is materially accurate and complete and is updated on a timely basis. KPMG will not be held responsible for Thrasio information that has not been rendered in accordance with the provisions of paragraphs (a) and (b);
- c. Share with KPMG all plans, including without limitation, changes in Thrasio's business conditions or its tactical and strategic business direction, that require changes in the Services in sufficient time and detail as to allow KPMG to continue to provide the Services as contemplated herein;
- d. Carefully inspect and review all reports, returns, and other output provided by KPMG hereunder, and all other KPMG work product delivered hereunder;
- e. Cooperate with KPMG by, among other things, making available, as reasonably requested by KPMG, timely management decisions, information, approvals, and acceptances in order that KPMG may accomplish its obligations and responsibilities hereunder;
- f. Provide KPMG with reasonable access to all employees and personnel affected by the Services and cooperate with KPMG in arranging meetings as appropriate;



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- g. Identify and document Thrasio's tax assertions (e.g., uncertain tax positions, valuation allowance, indefinite reversal criteria for outside tax basis for foreign subsidiaries); and
- h. Accept responsibility for all source documents and assumptions upon which the income tax provision calculation is based.

Application of Accounting Principles

KPMG's services are to be directed toward the straightforward application of tax rules to Thrasio's facts and the preliminary computation of Thrasio's income tax provision. KPMG is not assuming responsibility for management analysis or decision-making with respect to the application of any accounting principles relevant to the income tax provision, related financial statement disclosures and balance sheet accounts, such as determining the necessity or amount of a valuation allowance or reserve for uncertain tax positions. Thrasio is to consult with its independent auditor on the application of accounting principles.

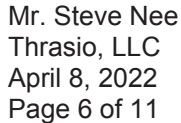
This engagement does not contemplate the provision of oral advice or the issuance of a written report on the application of accounting principles pursuant to AU-C 915, Reports on Application of Requirements of an Applicable Financial Reporting Framework. Accordingly, KPMG's services will not be directed toward consultation on the application of accounting principles to Thrasio's particular facts and circumstances.

Tax Return Standards

KPMG applies elevated standards in preparing tax returns. These standards are dependent on certain characteristics of the entity to which our services will be directed.

1. For U.S. public companies or "large private entities" (i.e., private entities with prior year gross revenues of \$300 million or more): We must be able to determine that (1) there is "substantial authority" for an undisclosed return position and (2) a disclosed return position has at least a "realistic possibility" of being sustained on its merits. The laws of some states (e.g., New York) also may impose more stringent return preparation standards for state tax returns. For positions pertaining to a "Tax Shelter" (as defined in IRC §6662(d)(2)(C)(ii)) or a "reportable transaction" with a significant purpose of tax avoidance, the return positions must be at least "more likely than not" to be sustained on the merits; if the taxpayer is advised regarding potential taxpayer penalties, there must be "substantial authority" for our advice.
14. For "other private entities" (i.e., entities that do not fall within the definitions above as a U.S. public company or large private entity): The return position must be at least "more likely than not" to be sustained on the merits.
15. If a return position relates to a transaction that is a "principal purpose transaction," we must arrive at a "should" confidence level with respect to the position.
16. We will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

In determining whether a return position meets the appropriate standard, we will not take into account the possibility that a tax return will not be audited, that an issue will not be raised on audit, or that an issue will be settled. We will inform you as soon as possible if, during this engagement, we determine circumstances exist that prevent us from providing you services under these standards.



KPMG will electronically file the returns and extensions we prepare for you that are subject to tax authority mandates. The filing instructions that KPMG provides to you will indicate the returns and extensions that KPMG has electronically filed on your behalf, if any, and will provide instructions and filing copies for your paper filing of the returns and extensions that were not electronically filed.

Transfer Pricing

Additional Services

Fees

Our tax compliance fees are based on KPMG's understanding of the number of entities/filings and the corresponding scope of services, as currently known to both KPMG and Client. If there are changes in the number of entities, filings, or corresponding scope of tax compliance services, KPMG will discuss with Client and tax compliance fees will be adjusted accordingly as mutually agreed.

When pre-approved by you in writing, to the extent that KPMG prepares tax returns for any jurisdiction and/or legal entities (including any international files) not identified in this engagement contract, the approximate fee per return will be as agreed upon:

- Unitary/Combined State Returns \$5,000-10,000 per return
- Separate State Returns \$1,000-1,500 per return



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- Federal 1120 pro-forma \$1,000-3,000 per return
- Form 5471 \$3,000-5,000 per return
- Form 5472 \$250-750 per return
- FBARs \$500-1,000 per return
- International To be determined

The fee will be based on Thrasio providing the relevant data in an agreed format. Where data is provided in multiple or different formats, the fees for direct tax compliance services may be increased to reflect any additional time required to process these formats. We will endeavor to notify you if we encounter any circumstances that warrant additional time or expense. If such matters exceed the scope of this engagement letter, we will issue an addendum or separate engagement letter to confirm the scope and related terms of any additional engagements.

The amounts above will remain in place for the Term of this engagement (subject to scope changes). In the event the market indices that directly impact the cost of the services drastically increase, KPMG shall notify the Company in writing and submit documentation to the Company for review. Company and KPMG shall agree on the annual price increase and will be effective 10 days after agreement between the Parties.

Tax Consulting Services

The fee for these services will be based on the actual time incurred to complete the work at 70 percent of our standard hourly rates for the individuals involved in providing the services. The fee for the services provided by other KPMG International member firm(s) will be based on the actual time incurred to render their services at 80 percent of their standard hourly rates converted to US dollars. We will seek written approval prior to commencing additional work (email acceptable).

The fee for tax compliance services will be progress billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the engagement contract	\$200,000
June 1, 2022	\$250,000
August 1, 2022	\$250,000
November 15, 2022	Balance due

The fee for tax consulting services will be billed as incurred.

You agree to pay properly submitted invoices upon receipt, no later than thirty (30) days from the invoice date.

Consents to Disclose and Use Tax Return Information

To enable the completion of the services under this engagement contract and related activities, the attached **Consents to Disclose and Use Tax Return Information** is hereby agreed to and made part of this letter.



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Potential Mandatory Disclosure Reporting

A growing number of countries are enacting Mandatory Disclosure Regimes (MDRs), which require advisors, like KPMG and non-U.S. firms within the KPMG network of independent member firms ("Member Firms"), to disclose qualifying arrangements to the relevant local taxing authorities. Non-compliance with MDRs may result in significant penalties.

Accordingly, Thrasio hereby acknowledges that KPMG, Member Firms and/or Thrasio may be required to disclose qualifying arrangements to the relevant taxing authorities. KPMG will use good faith efforts to inform Thrasio if KPMG is required to provide, or KPMG becomes aware that a Member Firm is required to provide, Thrasio's information to relevant taxing authorities with respect to a qualifying arrangement covered by this engagement contract. Furthermore, when feasible, KPMG will consider reasonable input from Thrasio in connection with a KPMG disclosure. Thrasio will use good faith efforts to inform KPMG if Thrasio is required to disclose a qualifying arrangement to relevant taxing authorities with respect to a qualifying arrangement covered by this engagement contract.

If applicable, under the provisions of Title VI of the Federal Tax Code (Código Fiscal de la Federación), Silgan hereby assumes the obligation to report to the Mexican Tax Authorities any arrangements which may fall under the scope of such provisions in due time and form and according to the general guidance issued by the Mexican tax authorities for these purposes. Silgan shall provide to KPMG the tax identification number assigned by such authorities to such reportable scheme.

AICPA Hosting Services Considerations

As detailed below, access will be provided to the following KPMG-hosted tools: KPMG Business Tax Engine, ONESOURCE Income Tax and KPMG Digital Gateway.

As required by the AICPA ET 1.295.143 Hosting Services guidance, KPMG hosted tools may not be utilized to store or host Thrasio's books and records. As part of Thrasio's access to the KPMG-hosted tools specified above, KPMG-hosted tools are not intended for use as a document retention system and should not be regarded as a system of record. Thrasio should download any information produced using the tools specified above if it wishes to retain that information for its files. Access to the KPMG-hosted tools specified above related to the services provided as part of this engagement contract will be removed or become unavailable within a reasonable time (no less frequently than annually) once the engagement is completed.

Use of OneSource Income Tax

In connection with the engagement, selected personnel of Thrasio may be granted limited access to certain KPMG-licensed third-party software owned and hosted by, or by a third-party on behalf of, Thomson Reuters (Tax and Accounting) Inc. (the Software) used by KPMG for the Services pursuant to the terms of this engagement (Client Use Access). KPMG's software license for the Software permits Client Use Access. The terms of Client Use Access under the license require KPMG to be the predominant user defined as more than fifty (50) percent of the total time the Software is used for the Services included in this engagement. Client Use Access time may be tracked or monitored for compliance with this predominant user requirement and either KPMG or Thomson Reuters may modify or terminate Client Use Access in its sole discretion. When the Services include income tax return preparation, KPMG must sign as paid preparer on all of the tax returns processed in the Software. When KPMG is engaged for electronic filing services using the Software access for



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electronic filing submittals to tax authorities is restricted to KPMG only.

The Software is being provided "as is" without warranties of any kind and all implied warranties of merchantability or fitness for a particular purpose are expressly excluded. Thrasio acknowledges and agrees that KPMG shall have no liability of any kind or nature to Thrasio relating to, arising from or in connection with the use of the Software by Thrasio or its personnel and accepts full and complete responsibility for any liability that may occur as a result of such use. Thrasio agrees to indemnify KPMG against all claims, liabilities, costs and expenses (including reasonable legal fees) incurred by KPMG in the event of a third-party claim, demand, suit or action arising out of or relating to unauthorized use of the Software by Thrasio or its personnel.

Thrasio is solely responsible for the accuracy of all information input to the Software and related processing performed by Thrasio personnel, and additional time that may be incurred by KPMG to correct processing input errors may be billed at KPMG standard rates. The Software is not a data repository or system of record for any data. In relation to the Software and the limited access provided hereunder: Thomson Reuters is an express beneficiary of any limitations on liability, disclaimers, and indemnities in favor of KPMG under KPMG's agreement with Thrasio; and Thrasio agrees that any claim relating to the Software shall be made against KPMG and not Thomson Reuters.

The Client Use Access to the Software is subject to a set-up process that will commence within twenty (20) business days following the receipt of the signed engagement letter. All login identifiers and passwords for authorized users of the Software ("Authorized Users") will be managed by KPMG and will be unique for each Authorized User of Thrasio. Thrasio is solely responsible for its users and will be responsible for its user's access. Thrasio agrees to provide a list of their Authorized Users to KPMG for set-up and promptly notify KPMG if an Authorized User leaves Thrasio's employ or is no longer providing services to Thrasio for which the Software access is needed.

Thrasio acknowledges that Thomson Reuters (Tax and Accounting) Inc. and its service providers may employ different information security mechanisms or practices with respect to the Software than are specified in KPMG's agreement with Thrasio.

Use of Electronic Signatures

Thrasio acknowledges that tax authorities may prohibit use of electronic signatures when filing certain paper-based returns and extensions. Accordingly, Thrasio agrees to timely provide hand-written signatures for all paper-based returns and extensions prepared/reviewed under this Statement of Work. If Thrasio chooses to use electronic signatures due to extenuating circumstances, Thrasio understands the tax authorities may not accept or process the returns or extensions and assumes all risks that may arise from such use which may include returns or extensions being considered untimely or incomplete.

Use of KPMG Business Tax Engine

To facilitate the delivery of our tax services described in this engagement contract, KPMG will provide Thrasio with access to our proprietary software application known as "KPMG Business Tax Engine." KPMG Business Tax Engine is a tax calculation and collaboration application designed to allow a group of authorized users ("Authorized Users") to access and share tax information in support of Thrasio's tax reporting deliverables. KPMG Business Tax Engine was developed by KPMG and is a combination of licensed and proprietary



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technology.

The use of KPMG Business Tax Engine is subject to Appendix III, KPMG LLP Application Terms of Use, which are incorporated herein and form an integral part of this letter. Use of KPMG Business Tax Engine by Thrasio and its Authorized Users is conditioned on your acceptance of these terms and the KPMG LLP Application Terms of Use without modification.

The KPMG LLP Application Terms of Use apply solely to the use of KPMG Business Tax Engine by Thrasio and its Authorized Users, and do not affect KPMG's obligations with respect to its services to Thrasio as contemplated in this engagement contract. KPMG's services must comply in all respects with the terms of this tax engagement contract, including the confidentiality provisions set forth therein.

Access to Service

All logon identifiers and passwords for Authorized Users will be managed by KPMG and will be unique for each Authorized User of Thrasio. Thrasio agrees to provide a list of Authorized Users and promptly notify KPMG if an Authorized User leaves its employ or is no longer providing services to Thrasio, and KPMG will remove his or her access to the software.

Edit Access

As part of the tax compliance engagement, Thrasio and its Authorized Users will have edit access of the KPMG Business Tax Engine software application to facilitate the services to be provided under the engagement.

Access to KPMG Tax Applications

In connection with our services under this Statement of Work, Thrasio will be provided access to Digital Gateway with the following capabilities, visualizations and/or applications (if applicable) as detailed below through Digital Gateway (collectively "Applications"):

— Collaboration, Workflows, Launchpad, What's in the News, Contacts;

Thrasio's use of the Applications is subject to the attached KPMG LLP Tax Application Terms of Use.

Unless otherwise indicated, logon identifiers and passwords for accessing the Applications are unique to each individual Authorized User and will be managed by KPMG. Thrasio agrees to provide a list of Authorized Users and promptly notify KPMG if an Authorized User leaves its employment or should otherwise no longer have access to the Applications.

* * * * *

The attached Standard Terms and Conditions for Advisory and Tax Services (March 27, 2017 Release – March 2021) as modified below are made part of this engagement letter.

The first sentence of Paragraph 6 is revised to read as follows:

"Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities,



Mr. Steve Nee
Thrasio, LLC
April 8, 2022
Page 11 of 11

costs, expenses or losses in any way arising out of or relating to the services performed under this Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under this Engagement Letter during the preceding twelve (12) month period."

Effective as of the date of signing, this engagement contract supersedes any and all previously issued engagement contracts pertaining to the services described above.

Please contact me at +1 617 988 1396 or mdesrochers@kpmg.com if you have any questions or need clarification of the services KPMG will provide. If you agree with the terms set forth herein, please sign where indicated below (or otherwise provide your digital or facsimile signature) and return the signed copy to my attention at your earliest convenience so that we may begin work on this engagement.

Your digital or facsimile signature (if used) on this engagement contract on behalf of Thrasio shall be deemed to be your legally valid and binding signature of such contract to the same extent as if you had hand-signed it.

Very truly yours,

KPMG LLP


Michael Desrochers
Partner

Enclosures:

Appendix I-Scope of Services

Appendix II Consents to Disclose and Use Tax Return Information

Appendix III- KPMG LLP Tax Application Terms of Use

Standard Terms and Conditions for Advisory and Tax Services (March 27, 2017 Release – March 2021)

ACCEPTED:

Thrasio, LLC

DocuSigned by:


Steve Nee

FF85FA500EA24DD...

Authorized Signature

Title: SVP, Finance

Date: April 8, 2020

Appendix I

Scope of Services

Tax Compliance Services

We will prepare federal and state and local income tax returns and supporting schedules for the 2021, 2022, and 2023 tax years. Our records indicate that we should prepare the returns identified on Attachment A of this Appendix.

If agreed by Thrasio in writing (email acceptable), we will also commence work on the applicable federal, state, and local tax return(s) included in this engagement contract for the tax year immediately succeeding the tax year(s) covered by this engagement contract, specifically, the preparation of requests for extension of time to file and the related quarterly estimated tax requirements. We will also provide these services for any state or local jurisdictions and additional majority owned legal entities not identified in this engagement contract including any newly controlled legal entities formed or acquired by Thrasio during the engagement period, and that you approve in writing (email acceptable).

KPMG will also analyze and migrate the fixed asset data into fixed asset software for any newly acquired entities on an as needed basis. The additional fees associated with this work will be based on the size and scope of the entity acquired. Please see below:

- *Small (<1k fixed assets): \$3,000 for implementation, \$1,000 for yearly maintenance*
- *Medium (>1K fixed assets): Fees to be determined after analysis of actual data*

Tax Consulting Services

We will provide general tax consulting on matters that may arise for which you seek our advice, both written and oral, and that are not the subject of a separate engagement contract. We will apply the elevated standards described in the "Tax Return Standards" section of this letter with respect to any such advice which would cause KPMG to be considered a tax return preparer under Treasury Regulation §301.7701-15.

When, in the course of providing general tax consulting services, it is determined that the service would exceed the scope of this letter, preliminary engagement planning activities undertaken prior to the issuance of a separate engagement contract for the discrete tax consulting project are intended to be covered by this engagement contract.

Appendix I - Attachment A

Charopee

Jurisdiction

- AL
- AR
- FL
- GA
- GA Net Worth
- LA
- MD
- MO
- NC
- PA
- TN

Thrasio Holdings Inc - Stand-Alone

Jurisdiction

- AR
- FL
- GA
- LA
- MD
- MO
- NC
- PA
- TN

Thrasio Holdings Inc - Unitary

Jurisdiction

- Fed
- AZ
- CA
- CO
- CT
- IA
- ID
- IL
- IN
- KS

KY
MA
ME
MI
MN
MS
ND
NE
NH
NJ
NM
NY
OK
OR
RI
SC
TX
UT
VA
VT
WI
NYC
OH- CAT

APPENDIX II

Consents to Disclose and Use Tax Return Information

In connection with the tax services provided to you under this engagement, KPMG LLP ("KPMG") may be subject to certain federal and state laws that prohibit KPMG from disclosing your tax return information to third parties, or our use of that information for purposes other than the provision of tax services to you, unless such disclosure or use is otherwise authorized by law or you consent to such disclosure or use. Likewise, federal law generally precludes our disclosing your tax return information to service providers outside the United States without your consent. Accordingly, we request your consent for the disclosures and uses described with more specificity below.

Request for Consent for Disclosure of Tax Return Information to Third Parties Within and Outside the United States

To complete the tax services set forth in this engagement contract, which may include tax return preparation services, as well as preliminary engagement preparation and tax return preparation activities for the immediately succeeding tax year, we may disclose some or all of your tax return information from prior tax years, the current tax year and the immediately succeeding tax year to certain third party contractors, other entities or service providers within or outside the United States. The entities that may receive such disclosures include KPMG Global Services Private Limited (KGS), an entity that is located in India and controlled by KPMG and certain other members of the KPMG network; any successor entity to KGS; and certain other members of the KPMG network [including but not limited to, [Include names of members of the KPMG network to the extent known] and other third-party subcontractors [Include names of third-party subcontractors to the extent known] that may otherwise assist in the completion of the services set forth in the engagement contract to which this consent relates.

To complete any tax services set forth in this engagement contract, we may also disclose some or all of your tax return information to certain third-party contractors located within the United States we may retain under KPMG's oversight to assist in the delivery of our services.

You hereby consent to the disclosure of your tax return information to the third parties who are located within and outside the United States, as described above.

Digital Gateway - Request for Consent to Use and Disclose Your Tax Return Information Within or Outside the United States to Develop Analytics that May Enhance the Services We Offer to You and Other Clients, to Develop New Services and Technologies, and to Complete Other Engagements with Other Members of the KPMG Network

Supplementary to the terms of your engagement contract, we request your specific consent to use your tax return information for other purposes, such as improving the delivery or quality of services or technology to Thrasio and other clients, thought leadership projects and to allow Thrasio and other clients to evaluate various business transactions and opportunities. More particularly, we request your consent to allow us to produce anonymized statistical compilations, to analyze tax return information, to develop benchmarks as well as new services and technology, and to allow us to evaluate our performance on your behalf and on behalf of our other clients ("Data Analytics Services"). We also request your specific consent to disclose your tax return information to members of the KPMG network and other onshore and/or offshore third party service providers such as KGS and the other parties described above in "Request for Consent for Disclosure and Use of Tax Return Information Within or Outside the United States" to assist us in performing the type of Data Analytics Services described above. In addition, we and such third-party service providers may also prepare reports, studies and presentation decks reflecting statistics and reasoned conclusions regarding tax metrics, economic benchmarks, and tax and general business compliance risks and opportunities (the "Output").

We also request your consent to disclose the Output to other clients for whom we or other members of the KPMG network perform or are seeking to perform tax and tax-related services. More specifically, the Output may be included in presentations to you and such other clients. These materials will be intended to help you and our other KPMG network clients understand where each of you stands relative to peers, to identify transactions that may be beneficial for your businesses, and to suggest areas in which we or other members of the KPMG network might work with you or our other clients to achieve your or such clients' objectives, both with respect to accurate and compliant tax reporting and tax efficient planning. Any such disclosures of the Output will be anonymous as to taxpayer identity as required by law.

Finally, in connection with your access and use of KPMG Digital Gateway technology application under this engagement contract, we request your consent to use your tax return information and other data within Digital Gateway to allow us and other members of the KPMG network to perform Data Analytics Services (as described above) and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities. We also request your consent to disclose your tax return information and other data within Digital Gateway to members of the KPMG network, including but not limited to all jurisdictions that may be listed this engagement contract and other engagement contracts with you and your related entities, and third party service providers to assist us in performing Data Analytics Services and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities. KPMG also requests your consent to disclose the Output (as described above) based on your tax return information and other data within Digital Gateway to other clients for whom KPMG or other members of the KPMG network perform or are seeking to perform tax and tax-related services. More specifically, the Output may be included in presentations to you and such other clients. Any such disclosures of the Output will be anonymous as to taxpayer identity as required by law.

You hereby consent to: (i) the use by KPMG and the third parties identified herein of any and all tax return information including any such information contained in your federal, state, and foreign income tax returns set forth in this engagement contract and supporting schedules and other data within Digital Gateway for the development and provision of the Data Analytics Services and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities; (ii) the disclosure of such information to the members of the KPMG network and other third-party service providers assisting KPMG and other members of the KPMG network for the development and delivery of the Data Analytics Services and other professional services engagements by us or other members of the KPMG network for you and your related entities; and (iii) the disclosure to KPMG's and other KPMG network members' clients and potential clients of the Output from the Data Analytics Services.

Representation Regarding Protection of Tax Return Information From Unauthorized Disclosure or Use

Consistent with the terms of your engagement contract, KPMG represents that with respect to each member of the KPMG network and third party referred to in the consents set forth above, KPMG and the third parties each have technical, legal and/or other safeguards, measures and controls in place to protect your tax return information from unauthorized disclosure or use.

Duration of the Consent

If you agree to the disclosure and use of your tax return information for the purposes set forth above and in the terms of your engagement contract, your consent is valid for seven (7) years in order for KPMG to complete all services set forth herein, including, but not limited to administrative support activities such as data storage, or for such longer periods as required in order for KPMG to assist you with future tax-related needs or to comply with legal, regulatory, and professional standards.

Right to Refuse to Provide Consent

You have the right to decline to provide any or all of the consents requested herein or to request a more limited disclosure of your tax return information than that provided in any such consent. However, we

reserve the right to decline to provide any tax return preparation services described in the engagement contract to which this consent relates in the absence of consent or if we conclude that the more limited disclosure you authorize will interfere with the efficient and effective performance of such tax return preparation services.

Appendix III

KPMG LLP Tax Application Terms of Use

1 Terminology

“Affiliate” means an entity controlling, controlled by, or under common control with Thrasio, with “control” defined as ownership of eighty percent or more of the outstanding equity interests. “Authorized Users” means employees of Thrasio and its Affiliates directly involved in the Engagement for whom Thrasio has expressly requested access to the Applications, and any third parties permitted to access the Applications as set forth below. “Applications” means the one or more applications identified in the Engagement Agreement as made available pursuant to these Terms. “Engagement” means the subject matter of the Engagement Agreement. “Engagement Agreement” means the letter, statement of work, or other agreement between KPMG and Thrasio that incorporates or attaches these terms. “KPMG” means KPMG LLP, the U.S. member firm of the KPMG network of independent member firms (“Member Firms”). “Terms” means these KPMG LLP Tax Application Terms of Use. “Third Party Applications” means applications and other technology included in or among the Applications that is licensed from third parties.

2 Access and Termination

Authorized Users may access and use the Applications solely for Thrasio’s internal business purposes in connection with the Engagement. Permission to use the Applications terminates upon completion or termination of the Engagement or the Engagement Agreement. KPMG may limit or terminate Thrasio’s use of the Applications on thirty (30) days advance written notice to Thrasio, or otherwise upon notice to Thrasio as may be reasonably necessary to comply with KPMG’s license to Third Party Applications. KPMG may suspend access to the Applications as reasonably necessary to protect the integrity of the Applications. The Applications may permit Thrasio and Authorized Users to access other applications that Thrasio has licensed separately from KPMG or from other Member Firms, and use and access to these applications are subject to the terms of Thrasio’s separate license to such applications.

3 Relationship

Thrasio acknowledges that no professional relationship of any nature is created solely by the use of the Applications or through any correspondence or communication with KPMG in relation to such use, nor will the parties professional relationship or obligations be affected by such use, correspondence or communication. For the avoidance of doubt, KPMG is not responsible for the services performed by other Member Firms under Thrasio’s agreements with other Member Firms. Thrasio represents that it has the right and authority to enter into these Terms for all of its Affiliates using the Applications in connection with the Engagement.

4 Third Party Links

Certain Applications may permit users to post links to third party Web sites or content. KPMG makes no representations or warranties regarding and accepts no responsibility for the contents (including viruses) or fitness of third-party sites or content for any purpose. The inclusion of links to third party Web sites or content does not constitute an endorsement or adoption of any third-party content.

5 Availability

The Applications are accessible through a Web browser. Authorized Users shall use the latest supported version of a Web browser to access the Applications. As with any Internet-based product, technical factors such as bandwidth, network configurations and browser settings can affect the Applications’ performance and accessibility. While KPMG uses commercially reasonable efforts to make the Applications available on a 24/7 basis, the Applications may be temporarily unavailable due to technology

interruptions, for maintenance or other reasons. Accordingly, KPMG does not make any representation or warranty regarding the availability or accessibility of the Applications by any Authorized User. Use of the Applications or functionality may require installation of certain generally available third-party plugins and KPMG disclaims any and all warranties regarding such plugins.

6 Proprietary Rights

The Applications do not constitute deliverables or work product under the Engagement Agreements, but are made available pursuant to these Terms. Thrasio acknowledges and agrees that: (a) as between the parties, the Applications are the exclusive property of KPMG and its licensors; (b) except for the limited permission to access and use the Applications as granted herein, Thrasio acquires no right or interest of any kind in or to the Applications. Thrasio and Authorized Users may not (i) license, sell or otherwise commercialize or exploit the Applications, (ii) disassemble, reverse engineer or modify the Applications or (iii) attempt to access other applications or areas of the Applications to which it has not been granted permission.

7 Restricted to Authorized Users

Thrasio agrees not to provide access to the Applications or any component thereof to any person other than Authorized Users. Agents, contractors, consultants or other third parties may be granted access to the Applications only upon Thrasio's written request and KPMG's express permission, which will not be unreasonably withheld. Any third parties that KPMG permits to access the Applications shall be treated as Authorized Users. Thrasio shall be responsible for all use of the Applications and any other applications accessed through the Applications by its users, as well as such users' compliance with these Terms.

8 Client Content

Except for the permissions granted herein or in the Engagement Agreement, KPMG acquires no right or interest in any Thrasio data, documents, or other content posted on the Applications. Thrasio is exclusively responsible for all content posted on the Applications by its Authorized Users, including that all such content complies with all applicable laws and regulations and that the content will not infringe the intellectual property or data privacy rights of any third party. Thrasio grants to KPMG, other Member Firms and their service providers a right to use the content posted on the Applications and other applications separately licensed by Thrasio that connect to the Applications for purposes of providing these technologies, and professional services to Thrasio and its related entities, and to improve the delivery of services to clients, including through tools such as the Applications. When used in this manner, Thrasio's content will not be disclosed to other third parties.

9 Login Credentials

Authorized Users are responsible for taking appropriate measures to prevent unauthorized users from gaining access to the Applications, including not disclosing or sharing their usernames or passwords.

10 Viruses and Other Download Consequences

While KPMG exercises commercially reasonable efforts to protect the Applications from computer viruses, KPMG does not guarantee that the Applications will be free from all viruses, and is not responsible for any damage caused by viruses or other malicious activities of third parties. Thrasio is advised to use appropriate anti-virus software.

11 Data and Document Retention

The Applications are not intended for use as your document retention system, and should not be regarded as systems of record. Thrasio should download from the Applications any deliverables and other records it wishes to retain for Thrasio's own records. Deliverables and other records uploaded to the

Applications will remain available for a reasonable period of time after the Deliverables are provided. If requested, KPMG will provide Thrasio with a copy of the deliverables and records stored in the Applications relating to the Engagement in a mutually agreed to format.

12 Third Party Services

Thrasio acknowledges and agrees that KPMG uses third parties within and outside of the United States to provide at KPMG's direction administrative, clerical, analytical, and hosting services to KPMG. These third parties may in the performance of such services have access to Thrasio data. At Thrasio's reasonable request, KPMG will provide commercially reasonable assistance to Thrasio in obtaining security reports, certifications, or assessments applicable to any third-party hosting environment for the Applications to the extent made available by service providers.

13 Indemnification

KPMG hereby agrees to indemnify, hold harmless and defend Thrasio from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against Thrasio to the extent such Liabilities result from the infringement by the Applications (excluding Third Party Applications) of such third party's patents issued in the United States, trademarks or copyrights. With respect to claims that Third-Party Applications infringe any intellectually property rights, KPMG shall extend to Thrasio any indemnification, defense or other recovery to the extent provided by the licensors of such Third- Party Applications and applicable to Thrasio's use. KPMG's obligations under this section shall not apply to any infringement to the extent arising out of use of the Applications other than in accordance with applicable documentation or instructions supplied by KPMG or these Terms. Thrasio hereby agrees to indemnify, hold harmless and defend KPMG from and against any and all other Liabilities asserted by a third party against KPMG to the extent such Liabilities result from Thrasio's or Authorized Users' use of: (1) the Applications, or (2) any applications accessed through the Applications, or breach of these Terms. Except where due to a breach of these Terms by KPMG, Thrasio assumes all obligations associated with the disclosure of confidential or personally identifiable information stored on the Applications. Indemnification or defense pursuant to this section shall be subject to any applicable procedures for indemnification set forth in the Engagement Agreement.

14 Disclaimer of Liability

KPMG IS PROVIDING Thrasio WITH ACCESS TO AND USE OF THE APPLICATIONS ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING ANY INCONSISTENT LIMITATIONS ON LIABILITY IN THE ENGAGEMENT AGREEMENT, : (A) KPMG'S AGGREGATE LIABILITY IN CONNECTION WITH ITS INDEMNIFICATION OR DEFENSE OBLIGATIONS RELATING TO USE OF APPLICATIONS SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO KPMG UNDER THE ENGAGEMENT AGREEMENT; AND (B) EXCEPT AS SET FORTH EXPRESSLY IN THESE TERMS, Thrasio ACKNOWLEDGES AND AGREES THAT KPMG SHALL HAVE NO OTHER LIABILITY OF ANY KIND OR NATURE TO Thrasio RELATING TO, ARISING FROM OR IN CONNECTION WITH THE USE OF THE APPLICATIONS BY Thrasio OR AUTHORIZED USERS. Thrasio ACCEPTS FULL AND COMPLETE RESPONSIBILITY FOR ANY OTHER ADDITIONAL LIABILITY THAT MAY OCCUR AS A RESULT OF SUCH USE. For the avoidance of doubt, neither use of the Applications nor these Terms are intended to affect the rights or obligations of either party with respect to the professional services and deliverables under the Engagement Agreement.

15 System Changes

In its sole discretion, KPMG or its licensors may deploy enhancements to the Applications. KPMG shall inform Thrasio of important changes in functionality that may affect Thrasio's use of the Applications.

16 Security

The Applications are protected by measures intended to limit the potential for intrusions, loss of information and/or other such risks as KPMG deems appropriate, including the following: (a) **Limited access.** Procedures and controls designed to limit access to the Applications, and Thrasio's data, calculations and reports, to Authorized Users and to persons providing the Applications and services in connection with the Engagement. (b) **Protected Architecture.** Authorized Users gain access to the Applications by providing a username and complex password. Other security measures consist of a secure socket layer (SSL), double layered firewalls and encryption. (c) **Protected Infrastructure.** Security measures monitor and control physical access to facilities and servers housing the Applications and restricting access to authorized individuals, including supervised visitors. Thrasio agrees to promptly notify KPMG if Thrasio becomes aware of any event or action which might reasonably impair the security of the Applications. Any specific information or data security provisions in the Engagement Agreement shall be construed to apply only to KPMG's internal information security environment, provided that KPMG remains responsible to you under the Engagement Agreement should any third party service provider of KPMG disclose or use Thrasio data in an unauthorized manner.

17 Use and Transmission of Data

Information posted on the Applications and information about Authorized Users may be accessed in the U.S. and other jurisdictions that the E.U. may not deem to provide adequate data protection. Thrasio represents to KPMG that it has obtained lawfully-sufficient consent or other appropriate permission, if required by any applicable law or regulations, from its employees, customers or any other relevant individuals for such transfer of data and use in providing the Applications and services in connection with the Engagement, and that such transfer and use does not violate any applicable law or regulation.

18 Export Controls

Thrasio agrees that it will not use or permit use of the Applications by or for any individual or entity (i) organized, incorporated or ordinarily resident in jurisdictions sanctioned by the United States (currently, Cuba, Iran, North Korea, Syria or the Crimea Region of the Ukraine); (ii) listed in any economic, financial or trade sanctions-related list of designated parties maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, Public Safety Canada, Global Affairs Canada, the United Nations, the U.K. Office of Financial Sanctions Implementation, the European Union and/or any European Union member state, if such listing prohibits use of Applications by listed parties; or (iii) owned 50% or more or controlled by parties described in (i) or (ii). The Applications may not be used in a manner likely to result in an indirect benefit for a sanctioned individual or entity, if such use is prohibited.

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

1. **Services; Client Responsibilities.**
 - (a) References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached or incorporated (the "Engagement Letter") and references herein to KPMG shall refer to KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the KPMG network of independent firms (the "KPMG Network"). Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents are collectively referred to herein as the "Client Parties." KPMG, the other member firms of the KPMG Network and firms and entities controlled by, or under common control with, one or more such member firms (collectively, the "Member Firms"), and their affiliates, and their respective partners, principals, employees, and agents and the legal entities comprising KPMG International are collectively referred to herein as the "KPMG Parties." Any work performed in connection with the engagement described in the Engagement Letter before its execution is also governed thereby and by these Standard Terms and Conditions.
 - (b) It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.
 - (c) If KPMG audits the financial statements of Client or provides any other attestation services to Client, the rules of the American Institute of Certified Public Accountants ("AICPA") require Client to agree to the following provisions of this Paragraph 1(c). In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) assume all management responsibilities and perform all management functions; (ii) oversee such services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge and/or experience; (iii) evaluate the adequacy and results of such services; (iv) accept responsibility for the results of such services; and (v) establish and maintain internal controls over the processes with which such services are concerned, including performing ongoing evaluations of Client's internal control as part of its monitoring activities.
 - (d) Subsequent to the completion of this engagement, KPMG will not update its Advice (as defined below) for changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.
2. **Fees; Tax on Services.** Unless otherwise agreed to in the Engagement Letter, KPMG will bill Client monthly in arrears for the fees incurred for the applicable Services. Client agrees to pay KPMG's invoices within 30 days after receipt. Prior to September 15th of any year, Client shall pay all outstanding invoices issued. Unless otherwise agreed to in the Engagement Letter, KPMG will also bill Client for its reasonable out-of-pocket expenses. All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.
3. **Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination, provided that either party may terminate the Engagement Letter upon written notice to the other party if laws, rules, regulations or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder.
4. **Ownership and Use of Deliverables.**
 - (a) Upon full and final payment to KPMG under the Engagement Letter, KPMG assigns and grants to Client, title in the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any KPMG property is contained in any of the Deliverables ("KPMG Property"), KPMG hereby grants Client, under KPMG's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Client's use of the Deliverables. KPMG acknowledges that it shall obtain no ownership right in Confidential Information (as defined below) of Client.
 - (b) Should Client make a Deliverable bearing the "KPMG" name or logo available to a third party, it must be made available only in its entirety. KPMG may retain for its files copies of each of the Deliverables, subject to the provisions of Paragraph 11 below.
 - (c) Client acknowledges and agrees that notwithstanding Paragraph 4(a), any advice, recommendations, information, Deliverables or other work product ("Advice") provided by KPMG in connection with the services under the Engagement Letter is intended for Client's sole benefit and KPMG does not authorize any party other than Client to benefit from or rely upon such Advice, or make any claims against KPMG relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. Client agrees that if such Advice is made available to any third party other than as expressly permitted by the Engagement Letter, the provisions of Paragraph 8(b) shall apply unless Client has a written notice substantially in the form of Appendix A hereto (the "Notice") acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the Notice acknowledged by such third party. Notwithstanding the foregoing, in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) below, no acknowledgement of the Notice shall be required to avoid application of Paragraph 8(b). For the avoidance of doubt, no Notice or acknowledgement shall be required to avoid application of Paragraph 8(b) with respect to disclosures expressly authorized by the Engagement Letter.
5. **Warranties.** KPMG's services under the Engagement Letter are subject to and will be performed in accordance with AICPA and other professional standards applicable to the services provided by KPMG under the Engagement Letter and in accordance with the terms thereof. KPMG disclaims all other warranties, either express or implied.
6. **Limitation on Damages.** Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or

Standard Terms and Conditions for Advisory and Tax Services

owing to KPMG under the Engagement Letter. In no event shall any of the Client Parties or any of the KPMG Parties be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). For avoidance of doubt, any damages awarded against any of the Client Parties or the KPMG Parties based on a third party claim subject to indemnification hereunder shall not be subject to the disclaimer in the previous sentence. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.

may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the Client Parties.

- (b) Subject to Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim arising from KPMG's Advice. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute, rule, regulation or tort (including without limitation negligence) by the KPMG Parties.

7. Infringement.

- (a) KPMG hereby agrees to indemnify, hold harmless and defend the Client Parties from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued in the United States as of the date the Deliverables are delivered to Client, trademarks or copyrights. Such KPMG obligations shall not apply to any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (iii) the combination or operation of the Deliverables with materials not supplied or approved by KPMG.

- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, Client shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.
- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. Indemnification.

- (a) KPMG agrees to indemnify, hold harmless and defend the Client Parties from and against any and all Liabilities for physical injury to, or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the Client Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the KPMG Parties. Client agrees to indemnify, hold harmless and defend the KPMG Parties from and against any and all Liabilities for physical injury to, or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the KPMG Parties

- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. Cooperation; Use of Information.

- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, systems, software, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional details regarding KPMG's access to and use of personnel, facilities, equipment, data and information.
- (b) The Engagement Letter may set forth additional obligations of Client in connection with the services under the Engagement Letter necessary for KPMG to perform its obligations under the Engagement Letter. Client acknowledges that its failure to satisfy these obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.
- (c) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material adverse effect on KPMG's conclusions.

10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

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11. Confidentiality.

- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is permitted to be disclosed by Paragraphs 18(a) or (b); or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (b) The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. Except as otherwise set forth in this Paragraph 11 or Paragraph 15 below, the Receiving Party shall not disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order, or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process an insurance claim.
- (c) The KPMG Parties, with the assistance of third parties outlined in Paragraph 15, may use all Client's information provided to the KPMG Parties for other purposes, such as improving the delivery or quality of services or technology to Client and other clients, thought leadership projects, to allow Client and other clients to evaluate various business transactions and opportunities, and for use in presentations to Client, other clients and non-clients. When Client's information is used outside of the KPMG Parties or such third parties assisting them, Client will not be identified as the source of the information.
- (d) Each party shall exercise the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (e) If the Receiving Party receives a subpoena or other validly issued administrative, judicial, government or investigative regulatory demand or request or other legal process ("Legal Demand") requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of

such Legal Demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event that KPMG is requested or authorized by Client, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the services under the Engagement Letter available to a third party, or Client, Client shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in responding to such requests, authorizations or requirements.

12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment, transfer or delegation in violation hereof shall be null and void.

13. **Governing Law; Severability.** All disputes between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

14. Alternative Dispute Resolution.

- (a) Any dispute or claim between the parties shall be submitted first to non-binding mediation and, if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (b) Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals

KPMG LLP

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maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties (including Paragraph 6 above), that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that any party moving to enforce, confirm or vacate any such agreement or award, as the case may be, will file such motion under seal unless prohibited under applicable court rules.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

15. Use of Member Firms and Third Parties.

- (a) Client acknowledges and agrees that the services under the Engagement Letter, including any applicable tax advice, may be performed by a Member Firm located outside of the United States. Client understands that each Member Firm is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of any other Member Firm.
- (b) Client further acknowledges and agrees that in connection with the performance of services under the Engagement Letter, KPMG and Member Firms, in their discretion or at Client's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Engagement Letter or analyze Client information.
- (c) Client further acknowledges and agrees that KPMG Parties may have access to Confidential Information from offshore locations and that KPMG Parties may use third parties within and outside of the United States to provide at KPMG Parties' direction administrative, clerical or analytical services to KPMG Parties. These KPMG Parties and third parties may in the performance of such services have access to Client's Confidential Information. KPMG represents to Client that with respect to each Member Firm and third party, KPMG has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of Client from unauthorized disclosure or use. KPMG shall be responsible to Client for their failure to comply.
- (d) Accordingly, Client's agreement above extends to disclosure, ability to access, and use of its Confidential Information by the parties and for the purposes set forth in Paragraph 11 and this Paragraph 15.
- (e) Any services performed by a Member Firm or third party shall be performed in accordance with the terms of the Engagement Letter and these Standard Terms and Conditions, including Paragraph 11 (Confidentiality), but KPMG shall remain responsible to Client for

the performance of such services. Client agrees that any claim relating to the services under the Engagement Letter may only be made against KPMG and not any other Member Firm or third party referred to above.

16. Miscellaneous.

- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) **Electronic Communications.** KPMG and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that KPMG transmits to Client shall supersede any previous versions transmitted by KPMG to Client.
- (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 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 of the various states.
- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) **Use of Names and Logos.** Except as permitted by law or as set forth in the Engagement Letter or this Paragraph 16(e), neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. Client agrees that KPMG may list Client as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, Client gives KPMG the right to use Client's logo on the Deliverables and documents prepared for

Standard Terms and Conditions for Advisory and Tax Services

Client internally (e.g., internal presentations, etc.) or for internal KPMG presentations and intranet sites.

constitute the final, complete and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersede all other previous and contemporaneous oral and written representations, understandings or agreements relating to that subject matter.

(f) **Export Control.** KPMG and Client acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

(g) **Active Spreadsheets and Electronic Files.** KPMG may use models, electronic files and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the Engagement Letter. If Client requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to Client for its internal use only on an as-is basis and such item shall be considered a Deliverable subject to Paragraph 4 above; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item.

(h) **Non-Solicitation.** During the term of the Engagement Letter and for one year thereafter, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services under the Engagement Letter, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.

(i) **Force Majeure.** Except for the obligation of a Party to make payments required hereunder, neither Party shall be responsible for any delay or failure in performance of any part of this Engagement Letter or the Services to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing Party ("Condition"). The Party delayed or unable to perform ("Delayed Party"), shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both Parties shall proceed promptly with the performance of their obligations under this Engagement Letter whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the Party affected may terminate this Engagement Letter upon written notice to the Delayed Party.

17. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, and any exhibits, attachments, addenda and appendices hereto and thereto, and amendments to any of the foregoing that are agreed in writing between the parties, shall

18. Additional Terms for Engagements Involving Tax Services.

(a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(3)(i) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax

structure of any transaction on which KPMG's services are provided. Client agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.

(b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance with IRC section 6011. IRC section 6111 and the laws of various states require a material advisor with respect to a reportable transaction to make a return containing specified information concerning the transaction to the IRS or a designated state tax authority by a prescribed date, and IRC section 6707 imposes penalties for noncompliance with IRC section 6111. IRC section 6112 and the laws of various states require the material advisor to maintain, and make available to the IRS or designated state tax authority upon request, a list containing prescribed information with respect to persons advised and other information with respect to the reportable transaction, and IRC section 6708 imposes penalties for noncompliance with IRC section 6112. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction adopting similar or analogous provisions thereto.

(c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.

(d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

APPENDIX A

[FORM OF NOTICE AND ACKNOWLEDGEMENT]

[Name of Third Party]
Address

The advice, recommendations, information, deliverables and other work product ("KPMG Advice") being made available to you in connection with this notice were prepared for the sole benefit of [Name of Client], based on the specific facts and circumstances of [Name of Client], and its use is limited to the scope of KPMG LLP's engagement for [Name of Client]. It has been made available to you for informational purposes only. You acknowledge and agree that KPMG does not authorize any party other than [Name of Client] to benefit from or rely upon it, or make any claims against KPMG relating thereto, and any such reliance by you or anyone else shall be at your or their own risk. Accordingly, KPMG accepts no responsibility or liability in respect of such KPMG Advice and you shall have no right to make it available to anyone else without including a copy of this notice and, unless disclosure is required by law or to fulfill a professional obligation required under applicable professional standards, obtaining a signed acknowledgement of this notice from the party to whom disclosure is made and you provide a copy thereof to [Name of Client]. You acknowledge and agree that you will be responsible for any damages suffered by KPMG as a result of your failure to comply with the terms of this notice.

Please acknowledge your acceptance of the foregoing by signing and returning to us a copy of this letter.*

Very truly yours,

[Name of Client]

By: Name:
Title:

Accepted and Agreed to on this ____ day of ____, 20 by:*

[Name of Third Party]

By: Name:
Title:

*Remove in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) of the Standard Terms and Conditions in which case an acknowledgement is not required by the terms of Paragraph 4(c).

Exhibit 2

2023 Engagement Letter



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

Telephone +1 267 256 7000
Fax +1 267 256 7200
kpmg.com

Thrasio LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Steve Nee
Senior Vice President

This Engagement Letter, including the Standard Terms and Conditions and any exhibits, attachments, addenda or appendices attached hereto (collectively, the "Agreement"), dated as of October 6, 2023 (the "Effective Date"), is between Thrasio LLC ("Client") and KPMG LLP ("KPMG"), whereby Client is engaging KPMG to provide the professional services described herein (the "Services").

Scope of Services

We will provide the tax consulting services listed in Appendix I. In performing these services, the following considerations will apply to this engagement. The Services will include addressing the impact of the Corporate Alternative Minimum Tax.

Applicable Standards

When providing tax services, KPMG applies standards that may be higher than those required by law, regulation, or other professional requirements. KPMG will promptly inform Thrasio if, during this engagement, KPMG concludes that a tax return position cannot meet these higher standards.

Fees

Tax Consulting Services

The fee for services will be based on the actual time incurred to complete the work at 85 percent of our standard hourly rates for the individuals involved in providing the services. The fee for the services provided by the other KPMG International member firm(s) will be based on the actual time incurred to render their services at 85 percent of their standard hourly rates converted to US dollars.

Other Fees & Expenses

In the event that Thrasio seeks protection under Title 11 of the United States Code, with respect to post-petition invoices, KPMG shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the applicable jurisdiction, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court.

KPMG acknowledges that professional time required to prepare detailed applications in accordance with the Bankruptcy Code, applicable rules, and guidelines differs from KPMG's normal billing procedures and, as a result, requires significant effort by KPMG to comply therewith. As a result, Thrasio agrees that, subject to Bankruptcy Court approval, KPMG shall be reimbursed for such professional time incurred.



Page 2 of 2

Payment Schedule

KPMG shall invoice Thrasio an initial retainer of \$250,000 upon execution of the Agreement. KPMG will issue subsequent invoices, to replenish the retainer if estimated fees are expected to exceed the existing retainer. The retainer will be held against the final invoice for the engagement. Any unused retainer will be refunded.

We will render progress billings as work is performed.

Engagement Team

The KPMG team will consist of various members of our practice and will include:

Ryan Kelly, Principal, M&A Tax

Aaron Shapira, Managing Director, M&A Tax

In addition to these dedicated team members, the engagement team will be supported by national and geographic area strategic and technical resources, as appropriate.

Consents to Disclose and Use Tax Return Information

To enable the completion of the services under this engagement contract and related activities, the attached **Consents to Disclose and Use Tax Return Information** are hereby agreed to and made part of this letter.

Standard Terms and Conditions

The attached Standard Terms and Conditions for Advisory and Tax Services (May 2022) are made part of this letter, subject to the following modifications:

Paragraph 16(b) (Use of Names and Logos). The paragraph is amended and restated as follows: "We may reference you as a customer in our marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, upon your prior written request, you give us the right to use your logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law."

* * * * *

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Thrasio LLC

DocuSigned by:

Steve Nee

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Steve Nee
Senior Vice President

KPMG LLP

Ryan Kelly
Principal

Appendix I

Scope of Services

Tax Consulting Services

We will provide tax consulting services with respect to such matters as may arise for which you seek our advice and consultation in connection with the Potential Restructuring. However, we will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

Pursuant to this engagement letter, KPMG will provide analysis as to the U.S. federal, state, and local tax implications of the Potential Restructuring. This analysis may include, but is not limited to the following:

1. Analysis of IRC §382 issues related to potential restructuring alternatives, including a sensitivity analysis to reflect the IRC §382 impact of the proposed and / or hypothetical equity transactions;
2. Analysis of "net unrealized built-in gains and losses" and Notice 2003-65 as applied to the ownership change, if any, resulting from or in connection with the Potential Restructuring;
3. Analysis of Thrasio's tax attributes including net operating losses, tax basis in assets, and tax basis in stock of subsidiaries as relevant to the Potential Restructuring;
4. Analysis of cancellation of debt ("COD") income, including the application of IRC §108 and consolidated tax return regulations relating to the restructuring of non-intercompany debt and the completed capitalization/settlement of intercompany debt;
5. Analysis of the application of the attribute reduction rules under IRC §108(b) and Treas. Reg. §1.1502-28, including a benefit analysis of IRC §§ 108(b)(5) and 1017(b)(3)(D) elections as related to the Potential Restructuring;
6. Analysis of the tax implications of any internal reorganizations and proposal of restructuring alternatives;
7. Cash tax modeling of the tax benefits or tax costs of restructuring alternatives;
8. Analysis of the tax implications of any dispositions of assets and/or subsidiary stock pursuant to the Potential Restructuring;
9. Analysis of accounting methods including IRC §266, revenue recognition, expense deferral, IRC §163(j) and other accounting methods planning;
10. Analysis of potential bad debt, worthless stock, and retirement tax losses associated with the Potential Restructuring;
11. Analysis of the tax treatment of restructuring related costs; and
12. Analysis of any proof of claims from tax authorities in which:
 - a) KPMG will search the proof of claim register for claims from the taxing authorities at the direction of management;
 - b) KPMG will summarize the identified tax proof of claims;

- c) KPMG will review the tax claims and provide the summarized tax proof of claim summary schedule to the KPMG tax compliance team(s) for additional commentary and support (e.g., filed income/non-income tax returns, etc.), where applicable; and
- d) KPMG will provide the tax proof of claim summary schedule, the tax proof of claims, and supporting documentation (e.g., filed income/non-income tax returns), where applicable, to management for their review and assessment.
- e) Client will review the information provided and be responsible for making any determinations as it relates to the claims as well as any additional remediation steps that would be required.

Our advice with respect to restructuring tax matters will be documented in quantitative analysis (including modeling calculations to reflect the cash tax liability and impact on tax attributes under various restructuring scenarios), tax technical memorandum, and an opinion, as warranted. To the extent we prepare models, they will be prepared to serve as enablers of the advice you have requested us to render and will not be provided as working models themselves. If an opinion is requested, we will issue an addendum further clarifying the scope of our opinion.

Further, we anticipate, at the request of Thrasio, interacting with other advisors to Thrasio throughout the restructuring process.

Consents to Disclose and Use Tax Return Information

In connection with the tax services provided to Client under this engagement, KPMG may be subject to certain federal and state laws that prohibit KPMG from disclosing Client's tax return information to third parties, or KPMG's use of that information for purposes other than the provision of tax services to Client, unless such disclosure or use is otherwise authorized by law or Client consents to such disclosure or use. Likewise, federal law generally precludes KPMG from disclosing Client's tax return information to service providers outside the United States without Client's consent. Accordingly, KPMG requests Client's consent for the disclosures and uses described with more specificity below.

Consent for Disclosure of Tax Return Information to Third Parties Within and Outside the United States

To complete the Services, which may include tax return preparation services, as well as preliminary engagement preparation and tax return preparation activities for the immediately succeeding tax year, KPMG may disclose some or all of Client's tax return information from prior tax years, the current tax year and the immediately succeeding tax year to certain third party contractors, other entities or service providers within or outside the United States. The entities that may receive such disclosures include: KPMG Global Services Private Limited ("KGS"), an entity that is located in India and controlled by KPMG and certain other members of the KPMG network; any successor entity to KGS; and certain other members of the KPMG network and other third-party subcontractors that may otherwise assist in the completion of the Services.

To complete the Services, KPMG may also disclose some or all of Client's tax return information to certain third-party contractors located within the United States who are under KPMG's oversight and assist in the delivery of the Services.

Client hereby consents to the disclosure of Client's tax return information to the third parties who are located within and outside the United States, as described above.

Representation Regarding Protection of Tax Return Information from Unauthorized Disclosure or Use

Consistent with the terms of this engagement contract, KPMG represents that with respect to each member of the KPMG network and third party referred to in the consents set forth above, KPMG and the third parties each have technical, legal and/or other safeguards, measures and controls in place to protect Client's tax return information from unauthorized disclosure or use.

Duration of the Consent

If Client agrees to the disclosure and use of Client's tax return information for the purposes set forth above and in the terms of this engagement contract, Client's consent is valid for ten (10) years in order for KPMG to complete the Services, including, but not limited to administrative support activities such as data storage, or for such longer periods as required in order for KPMG to assist Client with future tax-related needs and/or to comply with legal, regulatory, and professional standards.

Right to Refuse to Provide Consent

Client has the right to decline to provide any or all of the consents requested herein or to request a more limited disclosure of Client's tax return information than that provided in any such consent. However, KPMG reserves the right to decline to provide any tax return preparation services described in this engagement contract to which this consent relates in the absence of consent or if KPMG concludes that the more limited disclosure Client authorizes will interfere with the efficient and effective performance of such tax return preparation services.



Standard Terms and Conditions for Advisory and Tax Services

1. Definitions.

- (a) "Advice" means any advice, recommendations, work product, Deliverables or other information provided by KPMG in connection with the Services.
- (b) "Agreement" means the Engagement Letter and these Standard Terms and Conditions for Advisory and Tax Services and any exhibits, attachments, addenda or appendices attached thereto.
- (c) "AICPA" means the American Institute of Certified Public Accountants.
- (d) "Client" or "you" (or derivatives thereof) means the engaging entity or entities, meaning the addressee(s) of the Engagement Letter.
- (e) "Client Materials" means any and all materials, facilities, network, hardware, systems, software, data and other equipment and information, that in each case is owned by or licensed or leased to you including any third-party materials, to which we are provided access in connection with the Services.
- (f) "Client Parties" means Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents.
- (g) "Condition" means any acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing party.
- (h) "Confidential Information" means all documents, reports, data, records, forms and other materials that due to their character and nature, a reasonable person under like circumstances would treat as confidential received by one party (the "Receiving Party") relating to the provision or receipt of Services or otherwise in connection with the Agreement from, or on behalf of, the other party (the "Disclosing Party"); except to the extent such confidential information : (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party without an obligation of confidentiality; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is information provided by KPMG, as the Disclosing Party, to Client with respect to the tax treatment or tax structure of a transaction; or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (i) "Delayed Party" means the party delayed or unable to perform its obligations under this Agreement.
- (j) "Deliverables" means the items created or configured for delivery to Client that are specified as deliverables in the Engagement Letter.
- (k) "Engagement Letter" means the engagement letter to which these Standard Terms and Conditions for Advisory and Tax Services are attached.
- (l) "Enabling Tools" means KPMG proprietary and third-party software tools that KPMG makes available to facilitate KPMG's Services to you, such as project management or communications tools.
- (m) "Indemnified Party" means the party entitled to indemnification.
- (n) "Indemnifying Party" means the party obligated to indemnify.
- (o) "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and similar proprietary rights.
- (p) "KPMG" or "we" (or derivatives thereof) means KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the international KPMG network of independent firms.
- (q) "KPMG Parties" means KPMG, Member Firms and the legal entities comprising KPMG International and their respective partners, principals, employees, and agents.
- (r) "KPMG Property" means KPMG's, or its licensors', inventions, technology, know-how, methodologies, works of authorship and other materials created prior to, independently of, or in the course of providing the Services, and all improvements, enhancements and modifications thereto and derivative works thereof, including all Intellectual Property Rights appurtenant thereto, except that KPMG Property shall not include Client Confidential Information.
- (s) "KPMG Resources" means KPMG, Member Firms and third-party providers engaged by KPMG or a Member Firm, which may be located in or outside of the United States.
- (t) "Liabilities" means liabilities, losses, expenses (including reasonable attorneys' fees and expenses), fines, penalties, taxes and other direct damages.
- (u) "Legal Demand" means a validly issued legal or regulatory demand or request, subpoena or other legal process.
- (v) "Member Firms" means the members of the international KPMG network of independent firms and entities controlled by, or under



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common control with, one or more KPMG network member firms.

- (w) "Residual Knowledge" means any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Engagement Letter that does not contain Client's Confidential Information.

- (x) "Services" means the services KPMG shall perform as set forth in the Engagement Letter.

2. Our services and personnel.

- (a) Our Services will be performed in accordance with AICPA and other applicable professional standards.
- (b) Any work performed in connection with the engagement described in the Agreement before its execution shall be governed by the Agreement.

3. Our fees.

- (a) We will bill you for fees and reasonable expenses as agreed to in the Engagement Letter. You agree to pay our invoices within thirty (30) days after receipt. If Client does not pay any properly submitted invoice amount within thirty (30) days after receipt of such invoice, then KPMG may suspend or terminate the Services. Notwithstanding the preceding sentence, any invoiced amounts not paid by their applicable due date shall accrue a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.
- (b) Where we are reimbursed for expenses, we will bill you for the amount we paid and we will not add any markup to the expense. After such expenses are incurred, we may receive rebates or incentive payments based on our aggregate purchases, which may include expenses reimbursed by you in addition to other clients. Such rebates are not credited back to you but are used to reduce our overhead.
- (c) The fees, expenses and timelines set forth in the Engagement Letter may vary due to failure by a Client to meet its obligations under the Engagement Letter or a change in assumptions, such as failure of third parties to cooperate. Our fees do not include any sales, use, excise, value added, income or other taxes, tariffs or duties applicable to your receipt of our Services, payment of which shall be your sole responsibility. KPMG shall be responsible for its net income or applicable employment taxes.

4. Use of our advice.

- (a) We may provide our Advice to you in draft form, but the final written Deliverable if provided supersedes any drafts provided earlier. Client agrees to review any draft Deliverables prepared by KPMG promptly and to advise KPMG on a timely basis of any comments Client may have. KPMG shall reasonably incorporate Client's comments into such Deliverable, however the content of the final Deliverable shall be determined by KPMG in the exercise of its professional judgment.
- (b) Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.
- (c) Advice is provided for your sole benefit and internal business use and not for the benefit of, or to be relied upon by any other party.

5. Termination.

Either party may terminate this Agreement at any time (i) by giving at least thirty (30) days' prior written notice to the other party, (ii) upon thirty (30) days written notice to the other party, in the event such other party breaches a term of this Agreement and such breach remains uncured at the end of such thirty (30) day period or (iii) upon written notice to the other party if laws, rules, regulations or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder. Upon termination of this Agreement, Client shall pay all fees and expenses that have been incurred in connection with the performance of the Services through the effective date of such termination. Any provisions of the Agreement that by their nature are intended to survive termination or expiration will survive and continue to bind the parties.

6. Limitation on damages.

The total liability of the Client Parties and the KPMG Parties to one another for any Liabilities relating to the Services provided under the Engagement Letter shall be limited to the amount of fees paid to KPMG under the Engagement Letter. The Client Parties or KPMG Parties will not be liable to one another for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The preceding limitations do not apply to Liabilities arising from the parties' respective indemnification obligations or to the extent resulting from the gross negligence or willful misconduct of the parties. The provisions of this Paragraph 6 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.

7. Ownership.

- (a) Subject to full payment to KPMG of fees owed for the applicable Services, KPMG (i) assigns to Client, all right, title and interest in and to the Deliverables except to the extent any KPMG Property is contained therein, and (ii) grants Client a royalty-free, non-exclusive,



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non-transferable, non-sublicensable perpetual license, to use such KPMG Property solely in connection with Client's internal use of the Deliverables.

- (b) Notwithstanding anything herein that may be construed to the contrary, Client agrees that nothing in this Agreement prevents KPMG from using Residual Knowledge.

8. Indemnification

- (a) KPMG shall indemnify, hold harmless and defend the Client Parties from and against any claims or Liabilities asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's Intellectual Property Rights except to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any modification of the Deliverables; (iii) the combination or operation of the Deliverables with materials, networks, systems or data not supplied or authorized in writing by KPMG in the Engagement Letter; or (iv) KPMG's compliance with any designs, specifications or instructions provided by, or on behalf of, any of the Client Parties. In case all or part of any Deliverable (including any KPMG Property contained therein) is held, or we believe is likely to be held, to constitute infringement, in addition to our obligations set forth in this Paragraph, we may at our option and expense either: (1) secure for you the right to continue to use such infringing item; or (2) replace such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. If we believe we are unable to perform any of these options, we shall refund you the amount paid to us for such item as long as you return such item to us and cease all use of the same. This Paragraph states our entire liability and the sole and exclusive remedy with respect to any infringement or claim of infringement covered by this Paragraph 8(a).
- (b) Client shall indemnify, hold harmless and defend the KPMG Parties from and against any Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third-party claim arising from (i) Advice or (ii) the Client Materials or KPMG's use thereof. The foregoing obligations shall apply regardless of whether the third-party claim alleges a breach of contract, violation of statute, rule, regulation or tort (including without limitation negligence) by any of the KPMG Parties.
- (c) KPMG shall indemnify, hold harmless and defend the Client Parties from and against any Liabilities for physical injury to, or death of, any person, and damage to or destruction of any tangible property, to the extent resulting from the negligence or willful misconduct of any of the KPMG Parties. Client shall indemnify, hold harmless and defend the KPMG Parties from and against any Liabilities for physical injury to, or death of, any person, and damage to or destruction of any tangible property, to the extent such Liabilities result from the negligence or willful misconduct of any of the Client Parties.
- (d) The Indemnified Party shall promptly notify the Indemnifying Party of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall have the right to participate in such defense or settlement at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. Client's responsibilities.

- (a) You shall reasonably cooperate with us in the performance of the Services and provide us with, or procure for us, the personnel, facilities, systems, software, equipment, and information reasonably necessary for us to perform the Services, as well as fulfill any obligations set forth in the Engagement Letter. If you do not provide us with the foregoing, you acknowledge that our ability to provide the Services may be adversely affected. Client represents that it has all rights, licenses, consents and permissions necessary for KPMG to receive and use the Client Materials to perform the Services and provide the Deliverables.
- (b) We rely on the materials, information and assumptions you provide to us to render our Advice. We will not independently investigate or verify the accuracy or completeness of the same. If such materials, information or assumptions are inaccurate or incomplete, our Services or Advice could be materially affected.
- (c) Client agrees that, while the Services may include advice and recommendations, all decisions in connection with the implementation of such advice and recommendations or to proceed with a proposed transaction are the sole responsibility of, and made by, Client. In particular, you shall be responsible for (i) assuming all management responsibilities and performing all management functions; (ii) overseeing the Services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge and/or experience; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the results of the Services; and (v) establishing and maintaining internal controls over the processes with which the Services are concerned, including performing ongoing evaluations of your internal control as part of your monitoring activities.

10. Use of KPMG Resources and Enabling Tools.

- (a) KPMG may engage KPMG Resources to assist in the performance of the Services, for example via subcontracting or contingent workforce personnel. KPMG remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any KPMG Resources to the same extent KPMG is obligated under the terms of this Agreement. Client agrees it shall not bring any claim relating to the Agreement against any KPMG Resource, other than KPMG.



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- (b) KPMG may, with the assistance of KPMG Resources, use information obtained during engagements (i) to analyze trends, perform comparative analysis, and develop and improve benchmarks; (ii) to develop and improve technology and services; and (iii) to improve other services to Client and to provide insights to Client about its business. Such information will not be disclosed to third parties other than KPMG Resources assisting KPMG with these uses unless such information is in an aggregated or anonymized format that does not identify Client.
- (c) KPMG may license certain Enabling Tools for use by Client to facilitate the Services. All other use is prohibited. Client may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by KPMG in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. KPMG shall indemnify, hold harmless, and defend Client from and against third-party claims that authorized use of Enabling Tools infringes the Intellectual Property Rights of a third party, subject to any limits or requirements imposed by KPMG's licensors; and Client shall indemnify, hold harmless, and defend KPMG Parties from and against third-party claims arising from Client's or its authorized users unauthorized use of Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Client access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time (no less frequently than annually for audit clients and their affiliates) following the conclusion of the engagement to which they relate. Client shall download such Deliverables and documents for its records. Client acknowledges that use of Enabling Tools may be subject to additional terms specified in the Engagement Letter or other agreement. Enabling Tools are provided on an "as is" "as available" basis.

11. Confidentiality.

- (a) The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and not disclose the Disclosing Party's Confidential Information to any other party without the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is (i) required or necessary to be disclosed pursuant to law, rule or regulation or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process insurance claims; (ii) to KPMG Resources performing the applicable Services, or (iii) in the case of the KPMG Parties, to the KPMG Resources providing internal, administrative, clerical, analytical and/or regulatory compliance operations and functions, and information technology support. The Receiving Party shall protect the Disclosing Party's Confidential Information as it protects its own confidential information but in no event shall use less than reasonable care.
- (b) Upon request after completion of the Services, the Receiving Party will deliver to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information and all copies thereof, except for copies retained in work paper files or records (i.e., engagement documentation), anything that may be stored in back up media or other electronic data storage systems, latent data and metadata.
- (c) If the Receiving Party receives a Legal Demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of such Legal Demand in order to permit it to seek a protective order. The Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.
- (d) In a proceeding or investigation to which we are not a named party or respondent, if you request or we are required or authorized to produce documents or personnel as witnesses or for interviews, or otherwise to make information or materials relating to the Services available to you or a third party, you shall reimburse us for our time, at our standard hourly rates, and expenses, including reasonable attorneys' fees, incurred in responding to such request or requirement.

12. Third-party relationships.

KPMG is a large firm and part of a network of independent Member Firms that provide services to and have business relationships with many different entities, including entities who may have business interests that differ from Client's business interests. In accordance with applicable professional standards, prior to agreeing to provide Services requested by Client based upon the information provided by Client, KPMG will perform an internal search for any potential or actual conflicts of interest with the Services contemplated herein. Where such a potential conflict of interest is identified, KPMG would, subject to confidentiality, disclose the nature of such relationship to Client, including any planned safeguards, and seek Client's consent at such time.

13. Assignment, waiver and severability.

- (a) Subject to Paragraph 10, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Agreement (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any assignment, transfer or delegation in violation hereof shall be null and void.
- (b) Failure of a party to exercise or enforce any of its rights hereunder is not a waiver of such rights.
- (c) In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of that provision is modified to the extent reasonably necessary to reflect the intent of the parties and this Agreement shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.



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14. Governing law.

The Agreement and all disputes and claims between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction.

15. Alternative dispute resolution.

- (a) Any dispute or claim between the parties shall be submitted first to non-binding mediation. Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the Rules for Non- Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"), with the exception of paragraph 2 (Selecting the Mediator).
- (b) If mediation is not successful within 90 days after the initial request for mediation, then such dispute shall be submitted to binding arbitration in accordance with the IICPR. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, validity or enforceability of these dispute resolution procedures shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (c) Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with Paragraph 6 above shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that such party will file such motion under seal unless prohibited under applicable court rules.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

16. Miscellaneous.

- (a) Independent Contractor. KPMG's relationship with Client is that of an independent contractor and neither party is an agent, distributor or representative of the other. Unless otherwise agreed to by the parties in writing, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- (b) Use of Names and Logos. We may reference you as a customer in our marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, you give us the right to use your logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law.
- (c) Export Control. Each party acknowledges and agrees that it shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide KPMG, or grant KPMG access to, (i) information (including technical data or technology), verbally, electronically, or in hardcopy, (ii) software or (iii) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations, Export Administration Regulations, Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the Export Administration Regulations.
- (d) Non-Solicitation. During the term of the Agreement and for one year thereafter, neither party shall solicit or hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent. This prohibition shall not apply to any offers of employment that result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
- (e) Force Majeure. Except for the obligation of a party to make payments required hereunder, neither party shall be responsible for any delay or failure in performance of any part of this Agreement or the Services to the extent that such delay or failure is caused by reason of a Condition. The Delayed Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Agreement whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Agreement upon written notice to the Delayed Party.



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- (f) Personnel. KPMG is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the Services KPMG is providing, non-CPA holders may provide the Services under the Agreement.
- (g) Disclaimer. Except as expressly stated in this Agreement, KPMG expressly disclaims and makes no warranties of any kind or nature with respect to the Services or Deliverables, express or implied, including warranties of merchantability, fitness for a particular purpose or use, or non-infringement.
- (h) Order of Precedence. In the event of a conflict between the provisions of these Standard Terms and Conditions for Advisory and Tax Services and the specific provisions in the Engagement Letter, the terms of these Standard Terms and Conditions for Advisory and Tax Services shall control except to the extent the Engagement Letter expressly references the provisions of these Standard Terms and Conditions for Advisory and Tax Services which they modify.

17. Additional terms for engagements involving tax services.

This Section 17 shall apply only to KPMG's performance of tax Services.

- (a) Notwithstanding anything to the contrary set forth herein, no provision in this Agreement is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(3)(i) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax structure of any transaction on which KPMG's services are provided. Client will use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Client expressly permits KPMG and any relevant KPMG Resource involved in provision of Services hereunder to make disclosures required pursuant to IRC sections 6011, 6111 and 6112 and/or similar or analogous requirements of any state or other jurisdiction (domestic or foreign). Client will use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the Internal Revenue Service ("IRS") or to any state or other jurisdiction (domestic or foreign) adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction (domestic or foreign) adopting similar or analogous provisions thereto.
- (c) Unless expressly provided for in the Engagement Letter, KPMG's Services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

18. Additional terms for systems implementation Services.

This Section 18 shall apply only to KPMG's performance of Services related to the implementation of third-party systems or software.

- (a) Client shall accept or reject the Deliverable within ten (10) business days (or such other time period set forth in the Engagement Letter) after delivery (the "Acceptance Period") in accordance with this Section 18(a). If Client determines that the Deliverable does not materially conform to the specifications set forth in the Engagement Letter or agreed to in writing (the "Specifications"), then Client shall provide KPMG with a written notice of rejection specifying the material non-conformities between the Deliverable and the applicable Specifications ("Defects"). KPMG shall, at no additional cost to Client, correct the Defects after which Client shall be entitled to repeat the acceptance process set forth herein (each a "Work-out Period"). If after three Work-Out Periods the Deliverable does not conform in all material respects with the applicable Specifications, then at KPMG's option, KPMG may terminate the Engagement Letter and promptly provide Client with a refund of any amounts paid by Client for the defective Deliverable(s) and Client will promptly return such Deliverable(s) to KPMG. The Deliverables will be deemed accepted if the Client either fails to reject the Deliverables before the end of an Acceptance Period or uses the Deliverables in a production environment. To the extent any accepted Deliverable differs from the applicable Specifications, then such Specifications are hereby deemed modified to conform to the accepted Deliverable.
- (b) KPMG warrants to Client that for a period of ninety (90) days after the final Deliverable has been accepted pursuant to Section 18(a) ("Warranty Period") that Deliverable will conform to its Specifications in all material respects; provided that the foregoing warranty shall not apply to the extent the non-conformity arises out of (i) use of the Deliverable other than in accordance with applicable documentation or instructions, (ii) any modification of the Deliverable not expressly authorized in writing by KPMG, or (iii) the Client Materials. Any claim for breach of warranty arising out of or related to a Deliverable, including under this Agreement, must be made in writing to KPMG within the Warranty Period with respect to that Deliverable. Client's exclusive remedies, and KPMG's entire liability,



Standard Terms and Conditions for Advisory and Tax Services

for any breach of warranty arising out of or related to the Deliverables shall be, at KPMG's option, (A) the repair and replacement of the Deliverable or (B) the refund to Client of the amount paid to KPMG for the Deliverable (in which case Client shall promptly return the Deliverable to KPMG and shall have no further right to use the Deliverable).

19. Entire agreement; Amendment.

This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersedes all other previous and contemporaneous oral and written agreements relating to that subject matter. Any amendments to the Agreement must be made in writing.

Form order – ntcorder

UNITED STATES BANKRUPTCY COURT

District of New Jersey
402 East State Street
Trenton, NJ 08608

Case No.: 24–11840–CMG
Chapter: 11
Judge: Christine M. Gravelle

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Thrasio Holdings, Inc.
85 West Street, 3rd Floor
Walpole, MA 02081

Social Security No.:

Employer's Tax I.D. No.:
86–1968327

NOTICE OF JUDGMENT OR ORDER
Pursuant to Fed. R. Bankr. P. 9022

Please be advised that on May 8, 2024, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 728 – 278

Order Granting Application to Employ KPMG LLP as Tax Consulting and Tax Compliance Services to the Debtors, Effective as of the Petition Date (Related Doc # 278). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 5/8/2024. (mjb)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: May 8, 2024
JAN: mjb

Jeanne Naughton
Clerk

Schedule B

Combined First Monthly Fee Statement

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

COMBINED FIRST MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD FEBRUARY 28, 2024, THROUGH JUNE 13, 2024

In re Thrasio Holdings, Inc., *et al.*

KPMG LLP, Providing Tax Consulting and
Tax Compliance Services

Case No. 24-11840 (CMG)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: February 28, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Ryan J. Kelly 7/22/2024

Ryan J. Kelly
KPMG LLP
1601 Market Street
Suite 29, KPMG
Philadelphia, PA 19103
+1 (267) 256-1602



241184024072200000000002

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
--

Summary of Amounts Requested for the Period
February 28, 2024, through June 13, 2024 (the “Compensation Period”)

Fee Total	\$62,433.50
Disbursement Total	\$0.00
Total Fees Plus Disbursements	\$62,433.50

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$0.00
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$110,569.00 ¹
Total Holdback:	\$0.00
Total Received by Applicant:	\$0.00

¹ Amount reflects remaining retainer balance as of the Petition Date.

Professional Person	Position & Department	Total Hours Billed	Hourly Billing Rate	Total Compensation
Aaron Shapira	Managing Director - M&A Tax	8.7	\$ 1,284	\$ 11,170.80
Ana Simunovic	Senior Associate - Bankruptcy	7.6	\$ 297	\$ 2,257.20
Becca Banfield	Senior Manager - M&A Tax	9.1	\$ 1,177	\$ 10,710.70
Becky Biwer	Senior Associate - M&A Tax	0.4	\$ 816	\$ 326.40
Brooke Perrone	Managing Director - International Tax	0.8	\$ 1,039	\$ 831.20
Eric Albritton	Senior Manager - M&A Tax	0.6	\$ 1,177	\$ 706.20
Jonny Burgin	Manager - Tax - Economic & Valuation Services	1.8	\$ 986	\$ 1,774.80
Kristen Ngo	Senior Associate - M&A Tax	2.3	\$ 816	\$ 1,876.80
Kristen Ortuso	Partner - Tax - BTS	0.8	\$ 1,005	\$ 804.00
Kyle Clark	Associate - M&A Tax	9.2	\$ 493	\$ 4,535.60
Laura Velez	Associate - Tax - Economic & Valuation Services	1.3	\$ 493	\$ 640.90
Mark Hoffenberg	Principal - M&A - Washington National Tax	0.3	\$ 1,475	\$ 442.50
Michael Campagna	Senior Manager - M&A Tax	8.2	\$ 1,177	\$ 9,651.40
Mila Orobia	Associate - Bankruptcy	4.0	\$ 255	\$ 1,020.00
Ryan Kelly	Principal - M&A Tax	7.4	\$ 1,369	\$ 10,130.60
Ryan Ostrout	Manager - Tax - BTS	0.4	\$ 725	\$ 290.00
Van Godfrey	Senior Manager - M&A Tax	0.8	\$ 1,177	\$ 941.60
Wendy Shaffer	Associate Director - Bankruptcy	10.7	\$ 404	\$ 4,322.80
Hours and Fees at Discounted Rates		74.4		\$ 62,433.50
Total Discounted Fees				\$ 62,433.50
Out of Pocket Expenses				\$ -
Total Fees & Out of Pocket Expenses				\$ 62,433.50
Less Holdback Adjustment (20%)				\$ (12,486.70)
Net Requested Fees & Out of Pocket Expenses				\$ 49,946.80 ²
Blended Rate			\$ 839.16	

² Per paragraph 26 of the KPMG Retention Application [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court's approval, KPMG intends to apply \$49,946.80 of the remaining retainer balance to satisfy the 80% of fees requested in this First Monthly Fee Application.

**SECTION II
SUMMARY OF SERVICES**

Project Category	Total Hours Billed	Total Fees Requested
Tax Consulting - Restructuring Services	49.3	\$ 51,913.20
Tax Consulting - Tax Compliance Services	2.0	\$ 1,925.20
Retention Services	19.1	\$ 7,575.10
Fee Preparation Services	4.0	\$ 1,020.00
Total	74.4	\$ 62,433.50

**SECTION III
SUMMARY OF DISBURSEMENTS**

Service Description	Amount
Airfare	\$ -
Lodging	\$ -
Meals	\$ -
Ground Transportation	\$ -
Miscellaneous	\$ -
Total	\$ -

**SECTION IV
CASE HISTORY**

- (1) Date cases filed: February 28, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: April 1, 2024, effective as of February 28, 2024. *See* **Schedule A**.
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements³ as needed:

Tax Consulting - Restructuring Services

- (a) KPMG provided general advice on future tax reporting obligations in light of the bankruptcy and planned emergence.

Tax Consulting – Tax Compliance Services

- (a) KPMG analyzed various emergence transaction scenarios as part of our tax attribute reduction and cash tax forecast modeling which included discussions and correspondence with relevant Thrasio employees and counsel. KPMG also progressed with its stock basis and 382 analyses, and participated in various discussions with Thrasio regarding the tax treatment of service provider costs incurred relative to the bankruptcy for tax purposes.

Fee Preparation Services

- (a) The billing procedures required by the U.S. Trustee Guidelines differ from KPMG's normal billing procedures and as such, the Local Rules and the Administrative Fee Order entered in these cases have required significant effort to inform the timekeepers of their responsibilities, compile the detailed time and expenses entries, begin preparation of the detailed and summary schedules of fees and expenses incurred, and begin drafting the schedules included in the monthly fee applications as well as the interim fee applications.

Retention Services

- (a) Services included researching client bankruptcy with regards to retention; the preparation of KPMG declaration and retention order; discussions and fact finding with

³ The fee statement attached hereto as Exhibits A, B, C1– C4 and D contain detailed descriptions of the services rendered and expenses incurred by the KPMG during the Compensation Period.

KPMG partners as well as the Office of General Counsel; discussions and correspondence with Debtors' counsel related to employment application.

- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *First Amended Joint Plan of Reorganization of Thrasio Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* (the "Plan") [Docket No. 1125].
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: This is the combined first monthly fee statement.

Schedule A

Retention Order



Order Filed on May 8, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: THRASIO HOLDINGS, INC., <i>et al.</i> , Debtors. ¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**ORDER AUTHORIZING AND APPROVING
THE EMPLOYMENT AND RETENTION OF KPMG LLP
TO PROVIDE TAX CONSULTING AND TAX COMPLIANCE
SERVICES TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

DATED: May 8, 2024



Honorable Christine M. Gravelle
United States Bankruptcy Judge

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



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Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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-and-

Matthew C. Fagen, P.C. (admitted *pro hac vice*)

Francis Petrie (admitted *pro hac vice*)

Evan Swager (admitted *pro hac vice*)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

Upon the application (the “Application”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rules 2014-1 and 2016-1 of the Local Rules for the District of New Jersey (the “Local Rules”), authorizing them to retain and employ KPMG LLP (“KPMG”) to provide tax consulting services to the Debtors in the above-captioned chapter 11 cases effective as of the Petition Date; and upon the Declaration of Ryan J. Kelly, a principal at KPMG (the “Declaration”) in support thereof; and the Court being satisfied based on the representations made in the Application and in the Declaration that KPMG represents no interest adverse to the Debtors’ estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; the terms of the Engagement Letters are reasonable terms for the purposes of section 328(a) of the Bankruptcy Code; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is **HEREBY ORDERED THAT:**

² Capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Application.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

1. The Application is **GRANTED** as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are authorized to retain and employ KPMG to provide Tax Services to the Debtors on the terms set forth in the Application and the Engagement Letters, as modified by this Order.
3. KPMG shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order, any interim compensation orders entered by this Court, and any other applicable orders of this Court. KPMG intends to, and shall, make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013.
4. The Debtors are authorized to pay KPMG's fees and to reimburse KPMG for its actual, reasonable, and documented out-of-pocket costs and expenses as provided in the Engagement Letters as modified by this Order and consistent with the proposed compensation set forth in the Engagement Letters. KPMG shall not seek reimbursement of any costs, including attorney fees and costs, arising from the defense of any of KPMG's fee applications in these cases.
5. The terms and conditions of the Engagement Letters, as modified by this Order, are approved.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

6. KPMG will file monthly, interim, and final fee applications for allowance of its compensation and reimbursement of its expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter as modified by this Order; *provided* that with respect to any services provided on a fixed fee basis, KPMG's professionals shall only be required to maintain reasonably detailed time records in one-half (1/2) hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. With respect to KPMG's hourly fees, KPMG shall keep reasonably detailed time records in one-tenth (1/10) hour increments in accordance with the Fee Guidelines and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. Notwithstanding anything to the contrary contained in the Application, the Declaration, or the Engagement Letters, KPMG's interim and final applications for compensation and reimbursement of actual expenses shall be subject to review under the reasonableness standard in section 330 of the Bankruptcy Code. KPMG shall only bill 50% for non-working travel.

7. To the extent the Debtors and KPMG enter into any additional engagement letter(s), the Debtors will file such engagement letter(s) with the Court and serve such

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

engagement letter(s) upon the U.S. Trustee, counsel to the agents for the Debtors' post-petition secured lenders, and counsel to the Committee. Absent any objection filed within fourteen (14) days of such new engagement letter(s) being filed and served, KPMG shall be deemed authorized and approved to provide and be compensated for such additional services pursuant to this Order and the terms of such supplemental agreement, engagement agreement, or statement of work. If any such parties object to the additional services to be provided by KPMG, the Debtors will promptly schedule a hearing before the Court within ten (10) days of receipt of any such objection or as soon thereafter as is practicable. All additional services will be subject to the provisions of this Order.

8. The indemnification, contribution, and reimbursement provisions included in the Engagement Letters are approved, subject during the pendency of these chapter 11 cases to the following modifications:

- a. KPMG shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letters, unless the indemnification, contribution or reimbursement is approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Letters, the Debtors shall have no obligation to indemnify KPMG or provide contribution or reimbursement to KPMG for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from KPMG's gross negligence, bad faith, fraud, self-dealing, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of KPMG's contractual obligations under the Engagement Letters unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to that exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

notice and a hearing, to be a claim or expense for which KPMG should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letters, as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, KPMG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letters (as modified by this Order), including without limitation the advancement of defense costs, KPMG must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to KPMG. All parties in interest shall retain the right to object to any demand by KPMG for indemnification, contribution, or reimbursement in accordance with the terms of this Order.; and
- d. Any limitation of liability provisions or limitations on amounts to be contributed by KPMG in the Application or the Engagement Letters shall be eliminated.

9. Prior to any increases in KPMG's rates for any individual retained by KPMG and providing services in these cases, KPMG shall file a supplemental declaration with this Court and provide 10 business days' notice to the Debtors and the U.S. Trustee. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including the reasonableness standard provided for in section 330 of the Bankruptcy Code and all

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

rates and rate increases are subject to review by this Court pursuant to Section 330 of the Bankruptcy Code.

10. Notwithstanding anything in the Application or the Engagement Letters to the contrary, KPMG shall (i) to the extent that KPMG uses the services of independent contractors, or subcontractors (collectively, the “Contractors”) in these cases, KPMG shall pass-through the cost of such Contractors to the Debtors at the same rate that KPMG pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors are subject to the same conflict checks as required for KPMG, (iv) file with the Court such disclosures required by Bankruptcy Rule 2014, and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications, and/or final fee applications filed in these cases.

11. Any additional services provided by KPMG on behalf of the Debtors that are not covered by this Order shall require further Court approval.

12. If KPMG seeks reimbursement from the Debtors for attorneys’ fees and expenses pursuant to the Application and/or the Engagement Letters, the invoices and supporting time records for the attorneys’ fees and expenses shall be billed in one-tenth (1/10) hour increments and included in KPMG’s own fee applications, both interim and final, and such invoices and time records shall be in compliance with Local Rule 2016-1(f) and shall be subject to the U.S. Trustee guidelines and approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney’s services satisfy section 330 (a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, KPMG

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of KPMG's independent counsel.

13. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, KPMG shall file a notice with the Court in the event that it has determined to suspend and/or terminate its services for the Debtors under the Engagement Letters ten (10) days prior to the effective date of such suspension or termination.

14. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, the second and third sentences of section 2 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2022 Engagement Letter and the second and third sentences of section 3 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2023 Engagement Letter are eliminated during the pendency of these chapter 11 cases.

15. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, section 14 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2022 Engagement Letter and section 15 of the KPMG LLP Standard Terms and Conditions for Advisory and Tax Services attached to the 2023 Engagement Letter shall not be applicable during the pendency of these chapter 11 cases.

16. Notwithstanding anything in the Application, the Declaration, or Engagement Letters to the contrary, KPMG shall apply any remaining amounts of the retainer as a credit

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

toward postpetition fees and expenses to the extent such postpetition fees and expenses are not objected to. At the conclusion of KPMG's engagement by the Debtors, if the amount of the retainer held by KPMG is in excess of the amount of KPMG's outstanding and estimated fees, expenses, and costs, KPMG will pay to the Debtors the amount by which the retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letters.

17. The Debtors shall comply with the notice requirement set forth in paragraph 4(c) of KPMG's Standard Terms and Conditions for Advisory and Tax Services included in the 2022 Engagement Letter (the "Standard Terms and Conditions"), including providing the written notice required prior to disseminating or advancing any of KPMG's advice, recommendations, information, or work product to third parties.

18. Notwithstanding anything in the Application, the Declaration, or the Engagement Letters to the contrary, during the pendency of the chapter 11 cases, paragraph 6 of the Standard Terms and Conditions attached to the 2022 Engagement letter and the 2023 Engagement Letter are deleted.

19. KPMG shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

20. KPMG will provide all monthly fee statements, interim fee applications, and its final fee application in "LEDES" or "Excel" format to the U.S. Trustee.

21. Notwithstanding anything in the Application to the contrary, KPMG shall seek reimbursement from the Debtors' estates for its engagement-related expenses at KPMG's actual cost paid.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF KPMG LLP TO PROVIDE TAX CONSULTING AND COMPLIANCE SERVICE TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

23. Notwithstanding anything in the Application or the Engagement Letters to the contrary, during the pendency of the chapter 11 cases, this Court retains exclusive jurisdiction over all matters arising out of and/or pertaining to KPMG's engagement until such jurisdiction is relinquished.

24. During the pendency of the chapter 11 cases, this Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order.

25. To the extent that this Order is inconsistent with the Engagement Letters, the Declaration, or the Application, the terms of this Order shall govern.

Exhibit 1

2022 Engagement Letter



KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Telephone +1 617 988 1000
Fax +1 617 507 8321
kpmg.com

April 8, 2022

PRIVATE

Thrasio, LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Mr. Steve Nee, Senior Vice President

We are pleased you have engaged KPMG LLP (KPMG) to provide tax compliance and tax consulting services to Thrasio, LLC (Thrasio or "Client"). This engagement contract confirms the scope and related terms of your engagement of KPMG.

Scope of Services

We will prepare federal and state and local income tax returns and supporting schedules for the 2021, 2022 and 2023 tax years. Our records indicate that we should prepare the returns identified on Attachment A of this Appendix. For any subsequently determined additional U.S. filings, including but not limited to federal and/or state, and amended tax returns for which KPMG has prepared the original filings, mutually agreed upon fees shall be agreed upon prior to commencing with such tax compliance services. The engagement is intended to be for a three-year term unless extended by mutual written agreement of both parties. Thrasio may terminate this agreement for any reason, or for no reason, upon ten (10) days prior written notice. In the event of termination, Thrasio will only be obligated to pay for professional services completed through the date of termination.

In performing these services, the following considerations will apply to this engagement.

We will prepare these returns from the information you submit. We will not audit or independently verify the data you submit. However, we may ask for clarification of some of the information. Our engagement cannot be relied on to uncover errors, omissions, or irregularities, should any exist in the underlying information incorporated in the tax returns. However, we will inform you of any such matters that come to our attention. Because you or your authorized representative have ultimate responsibility for the tax returns, you or your authorized representative should review the returns before you or your authorized representative signs and files the returns.

Please note that if Thrasio had a taxable presence (e.g., an employee within the jurisdiction or any tangible property owned or rented within the jurisdiction) in any jurisdiction not listed in this letter, it may be subject to income or franchise tax and/or reporting requirements in that jurisdiction, depending upon the particular facts. It is Thrasio's obligation to notify KPMG if assistance is needed to determine whether Thrasio is liable for income or franchise tax or has a filing requirement in any jurisdiction not listed in this letter.

Client Responsibilities



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The assumptions listed below were made in defining the scope of tax compliance services for preparation of the returns listed in this engagement contract (the Return(s)).

1. Thrasio is responsible for providing complete and accurate information relevant to the federal and state filing requirements (including state allocation and apportionment information) to KPMG.
1. The information will be provided to KPMG within the mutually agreed-upon timeframe.
2. Thrasio will review the Return(s) (including footnotes, schedules, and disclosures as needed) and provide written approval of or comments on the completed Return(s) within 15 days of receipt of the Return(s) from KPMG.

Assumptions

For pricing of the preparation of the Return(s), KPMG made certain assumptions, based upon information made available by Thrasio as of the date of this engagement contract. Unless otherwise agreed upon, those assumptions include, but are not limited to, the following:

1. There have been no changes to any entity or the federal tax classification of any entity for federal or state tax purposes;
3. There have been no significant changes to the capital structure of any entity (including any actual or deemed contributions, distributions, or dispositions of interests);
4. There have been no significant changes to the organizational or legal structure or business operations of Thrasio (such as a new line of business or the addition of foreign operations);
5. No tax accounting method changes have been or will be made that will impact the Returns;
6. For federal and state income tax purposes, no filing requirements other than those listed in this engagement contract will be required;
7. The Return(s) will be prepared utilizing standard KPMG tools, technology and work papers;
8. KPMG will not provide manual manipulation or data entry services of tax calculations into Thrasio prepared workbooks;
9. The information provided by Thrasio does not appear incomplete or incorrect;
10. No cosmetic changes will be made to the standard tax return format including any footnotes, statements, or disclosures unless required by a material change to the information provided. Cosmetic changes are presentational changes on forms that do not affect calculations or taxable income;
11. KPMG will provide only electronic copies of the Return(s) and supporting schedules for Thrasio's review. KPMG will provide Thrasio access to a KPMG collaboration site;
12. Return(s) and supporting schedules will constitute the final deliverables. Any additional documentation requested will be treated as out of scope; and



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13. All Return(s) mandated to be electronically filed will be electronically filed by KPMG. Return(s) will be electronically filed in accordance with a mutually-agreed upon timeframe between KPMG and Thrasio.

Out-of-Scope Compliance Services

Only the Returns and the tasks detailed in Attachment A of Appendix I are within the scope of KPMG's services.

The following services are not within the scope of this engagement contract; however, KPMG can assist with such additional procedures subject to an addendum or new engagement contract at a fee to be agreed upon.

- Material one-off transactions undertaken by you that require analysis of facts and research of the appropriate tax treatments, including statements and disclosures. Material transactions include, but are not limited to, determining the amount and character of gain or loss upon disposition of asset(s) or debt refinancing and associated tax considerations of incurred debt costs.
- Complex tax issues or changes in federal or state tax law changes and/or regulations, including newly enacted law or issued guidance that requires detailed analysis of facts and/or research to determine the appropriate tax treatment of an item, development of facts, research, analysis and qualification of amount.
- Specialized tax elections and accounting method changes including those, but not limited to, those method changes impacted by tax reform and the adoption of new accounting standards.
- Schedule UTP, Uncertain Tax Position Statement.
- Material incomplete, inconsistent, or revised information. If the information is incomplete, inconsistent with prior year, or does not agree to supporting schedules, KPMG will notify Thrasio of the discrepancies, and Thrasio will be responsible to address the discrepancy in a timely fashion. If additional assistance from KPMG is needed to address the variances identified, such additional assistance will be provided as an out-of-scope service.

All returns are subject to examination by the taxing authorities. In the event of an examination, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax returns. In preparing your returns, we rely on your representations that you understand and have complied with applicable documentation requirements for your income, expenses, deductions, and credits. If an examination occurs, and if you and we agree to have KPMG assist or represent you in the examination, any such additional services and the fee therefore would be set forth in a separate engagement contract.

Tax Provision Services

Upon request, KPMG or KPMG Member Firms may provide local country tax provision review and assistance for those entities listed in **Appendix A** as follows:

Review select year-end tax and financial information and schedules;

Review the income tax provision reporting packages that include temporary and permanent



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differences;

Other matters related to the tax provision with respect to such matters that may arise for which you seek our assistance and that are not the subject of a separate engagement letter.

Uncertain Tax Positions

Unless separately engaged to do so, KPMG will not express an opinion on the possible outcome of an uncertain tax position. In making preliminary computations, KPMG may incorporate the effect of valuation allowance and uncertain tax positions as determined by management.

Communication with Independent Auditor

In this engagement, KPMG assumes no responsibility for auditing information provided by Thrasio or for expressing an opinion on any part of Thrasio's financial statements. Those are the sole responsibility of Thrasio's independent auditor. If necessary and appropriate, KPMG will meet with Thrasio's independent auditor during the course of the engagement to discuss our services and any preliminary findings.

Management's Role and Responsibilities

Thrasio's management is responsible for providing the necessary financial and tax information to KPMG. Thrasio's management is also responsible for establishing and supporting its current and deferred income taxes and financial statement disclosures. Our assistance is intended to help management in fulfilling these responsibilities. Thrasio's management will review and approve the final calculation and the underlying financial statement and tax positions taken.

In addition to the other obligations of Thrasio set forth above, Thrasio will:

- a. Provide KPMG, on a timely basis, all information, documentation and materials relating to Thrasio's operations necessary for KPMG to perform the Services;
- b. Establish that all information provided to KPMG is materially accurate and complete and is updated on a timely basis. KPMG will not be held responsible for Thrasio information that has not been rendered in accordance with the provisions of paragraphs (a) and (b);
- c. Share with KPMG all plans, including without limitation, changes in Thrasio's business conditions or its tactical and strategic business direction, that require changes in the Services in sufficient time and detail as to allow KPMG to continue to provide the Services as contemplated herein;
- d. Carefully inspect and review all reports, returns, and other output provided by KPMG hereunder, and all other KPMG work product delivered hereunder;
- e. Cooperate with KPMG by, among other things, making available, as reasonably requested by KPMG, timely management decisions, information, approvals, and acceptances in order that KPMG may accomplish its obligations and responsibilities hereunder;
- f. Provide KPMG with reasonable access to all employees and personnel affected by the Services and cooperate with KPMG in arranging meetings as appropriate;



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- g. Identify and document Thrasio's tax assertions (e.g., uncertain tax positions, valuation allowance, indefinite reversal criteria for outside tax basis for foreign subsidiaries); and
- h. Accept responsibility for all source documents and assumptions upon which the income tax provision calculation is based.

Application of Accounting Principles

KPMG's services are to be directed toward the straightforward application of tax rules to Thrasio's facts and the preliminary computation of Thrasio's income tax provision. KPMG is not assuming responsibility for management analysis or decision-making with respect to the application of any accounting principles relevant to the income tax provision, related financial statement disclosures and balance sheet accounts, such as determining the necessity or amount of a valuation allowance or reserve for uncertain tax positions. Thrasio is to consult with its independent auditor on the application of accounting principles.

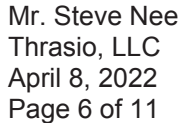
This engagement does not contemplate the provision of oral advice or the issuance of a written report on the application of accounting principles pursuant to AU-C 915, Reports on Application of Requirements of an Applicable Financial Reporting Framework. Accordingly, KPMG's services will not be directed toward consultation on the application of accounting principles to Thrasio's particular facts and circumstances.

Tax Return Standards

KPMG applies elevated standards in preparing tax returns. These standards are dependent on certain characteristics of the entity to which our services will be directed.

1. For U.S. public companies or "large private entities" (i.e., private entities with prior year gross revenues of \$300 million or more): We must be able to determine that (1) there is "substantial authority" for an undisclosed return position and (2) a disclosed return position has at least a "realistic possibility" of being sustained on its merits. The laws of some states (e.g., New York) also may impose more stringent return preparation standards for state tax returns. For positions pertaining to a "Tax Shelter" (as defined in IRC §6662(d)(2)(C)(ii)) or a "reportable transaction" with a significant purpose of tax avoidance, the return positions must be at least "more likely than not" to be sustained on the merits; if the taxpayer is advised regarding potential taxpayer penalties, there must be "substantial authority" for our advice.
14. For "other private entities" (i.e., entities that do not fall within the definitions above as a U.S. public company or large private entity): The return position must be at least "more likely than not" to be sustained on the merits.
15. If a return position relates to a transaction that is a "principal purpose transaction," we must arrive at a "should" confidence level with respect to the position.
16. We will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

In determining whether a return position meets the appropriate standard, we will not take into account the possibility that a tax return will not be audited, that an issue will not be raised on audit, or that an issue will be settled. We will inform you as soon as possible if, during this engagement, we determine circumstances exist that prevent us from providing you services under these standards.



KPMG will electronically file the returns and extensions we prepare for you that are subject to tax authority mandates. The filing instructions that KPMG provides to you will indicate the returns and extensions that KPMG has electronically filed on your behalf, if any, and will provide instructions and filing copies for your paper filing of the returns and extensions that were not electronically filed.

Transfer Pricing

Additional Services

Fees

Our tax compliance fees are based on KPMG's understanding of the number of entities/filings and the corresponding scope of services, as currently known to both KPMG and Client. If there are changes in the number of entities, filings, or corresponding scope of tax compliance services, KPMG will discuss with Client and tax compliance fees will be adjusted accordingly as mutually agreed.

When pre-approved by you in writing, to the extent that KPMG prepares tax returns for any jurisdiction and/or legal entities (including any international files) not identified in this engagement contract, the approximate fee per return will be as agreed upon:

- Unitary/Combined State Returns \$5,000-10,000 per return
- Separate State Returns \$1,000-1,500 per return



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- Federal 1120 pro-forma \$1,000-3,000 per return
- Form 5471 \$3,000-5,000 per return
- Form 5472 \$250-750 per return
- FBARs \$500-1,000 per return
- International To be determined

The fee will be based on Thrasio providing the relevant data in an agreed format. Where data is provided in multiple or different formats, the fees for direct tax compliance services may be increased to reflect any additional time required to process these formats. We will endeavor to notify you if we encounter any circumstances that warrant additional time or expense. If such matters exceed the scope of this engagement letter, we will issue an addendum or separate engagement letter to confirm the scope and related terms of any additional engagements.

The amounts above will remain in place for the Term of this engagement (subject to scope changes). In the event the market indices that directly impact the cost of the services drastically increase, KPMG shall notify the Company in writing and submit documentation to the Company for review. Company and KPMG shall agree on the annual price increase and will be effective 10 days after agreement between the Parties.

Tax Consulting Services

The fee for these services will be based on the actual time incurred to complete the work at 70 percent of our standard hourly rates for the individuals involved in providing the services. The fee for the services provided by other KPMG International member firm(s) will be based on the actual time incurred to render their services at 80 percent of their standard hourly rates converted to US dollars. We will seek written approval prior to commencing additional work (email acceptable).

The fee for tax compliance services will be progress billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the engagement contract	\$200,000
June 1, 2022	\$250,000
August 1, 2022	\$250,000
November 15, 2022	Balance due

The fee for tax consulting services will be billed as incurred.

You agree to pay properly submitted invoices upon receipt, no later than thirty (30) days from the invoice date.

Consents to Disclose and Use Tax Return Information

To enable the completion of the services under this engagement contract and related activities, the attached **Consents to Disclose and Use Tax Return Information** is hereby agreed to and made part of this letter.



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Potential Mandatory Disclosure Reporting

A growing number of countries are enacting Mandatory Disclosure Regimes (MDRs), which require advisors, like KPMG and non-U.S. firms within the KPMG network of independent member firms ("Member Firms"), to disclose qualifying arrangements to the relevant local taxing authorities. Non-compliance with MDRs may result in significant penalties.

Accordingly, Thrasio hereby acknowledges that KPMG, Member Firms and/or Thrasio may be required to disclose qualifying arrangements to the relevant taxing authorities. KPMG will use good faith efforts to inform Thrasio if KPMG is required to provide, or KPMG becomes aware that a Member Firm is required to provide, Thrasio's information to relevant taxing authorities with respect to a qualifying arrangement covered by this engagement contract. Furthermore, when feasible, KPMG will consider reasonable input from Thrasio in connection with a KPMG disclosure. Thrasio will use good faith efforts to inform KPMG if Thrasio is required to disclose a qualifying arrangement to relevant taxing authorities with respect to a qualifying arrangement covered by this engagement contract.

If applicable, under the provisions of Title VI of the Federal Tax Code (Código Fiscal de la Federación), Silgan hereby assumes the obligation to report to the Mexican Tax Authorities any arrangements which may fall under the scope of such provisions in due time and form and according to the general guidance issued by the Mexican tax authorities for these purposes. Silgan shall provide to KPMG the tax identification number assigned by such authorities to such reportable scheme.

AICPA Hosting Services Considerations

As detailed below, access will be provided to the following KPMG-hosted tools: KPMG Business Tax Engine, ONESOURCE Income Tax and KPMG Digital Gateway.

As required by the AICPA ET 1.295.143 Hosting Services guidance, KPMG hosted tools may not be utilized to store or host Thrasio's books and records. As part of Thrasio's access to the KPMG-hosted tools specified above, KPMG-hosted tools are not intended for use as a document retention system and should not be regarded as a system of record. Thrasio should download any information produced using the tools specified above if it wishes to retain that information for its files. Access to the KPMG-hosted tools specified above related to the services provided as part of this engagement contract will be removed or become unavailable within a reasonable time (no less frequently than annually) once the engagement is completed.

Use of OneSource Income Tax

In connection with the engagement, selected personnel of Thrasio may be granted limited access to certain KPMG-licensed third-party software owned and hosted by, or by a third-party on behalf of, Thomson Reuters (Tax and Accounting) Inc. (the Software) used by KPMG for the Services pursuant to the terms of this engagement (Client Use Access). KPMG's software license for the Software permits Client Use Access. The terms of Client Use Access under the license require KPMG to be the predominant user defined as more than fifty (50) percent of the total time the Software is used for the Services included in this engagement. Client Use Access time may be tracked or monitored for compliance with this predominant user requirement and either KPMG or Thomson Reuters may modify or terminate Client Use Access in its sole discretion. When the Services include income tax return preparation, KPMG must sign as paid preparer on all of the tax returns processed in the Software. When KPMG is engaged for electronic filing services using the Software access for



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electronic filing submittals to tax authorities is restricted to KPMG only.

The Software is being provided "as is" without warranties of any kind and all implied warranties of merchantability or fitness for a particular purpose are expressly excluded. Thrasio acknowledges and agrees that KPMG shall have no liability of any kind or nature to Thrasio relating to, arising from or in connection with the use of the Software by Thrasio or its personnel and accepts full and complete responsibility for any liability that may occur as a result of such use. Thrasio agrees to indemnify KPMG against all claims, liabilities, costs and expenses (including reasonable legal fees) incurred by KPMG in the event of a third-party claim, demand, suit or action arising out of or relating to unauthorized use of the Software by Thrasio or its personnel.

Thrasio is solely responsible for the accuracy of all information input to the Software and related processing performed by Thrasio personnel, and additional time that may be incurred by KPMG to correct processing input errors may be billed at KPMG standard rates. The Software is not a data repository or system of record for any data. In relation to the Software and the limited access provided hereunder: Thomson Reuters is an express beneficiary of any limitations on liability, disclaimers, and indemnities in favor of KPMG under KPMG's agreement with Thrasio; and Thrasio agrees that any claim relating to the Software shall be made against KPMG and not Thomson Reuters.

The Client Use Access to the Software is subject to a set-up process that will commence within twenty (20) business days following the receipt of the signed engagement letter. All login identifiers and passwords for authorized users of the Software ("Authorized Users") will be managed by KPMG and will be unique for each Authorized User of Thrasio. Thrasio is solely responsible for its users and will be responsible for its user's access. Thrasio agrees to provide a list of their Authorized Users to KPMG for set-up and promptly notify KPMG if an Authorized User leaves Thrasio's employ or is no longer providing services to Thrasio for which the Software access is needed.

Thrasio acknowledges that Thomson Reuters (Tax and Accounting) Inc. and its service providers may employ different information security mechanisms or practices with respect to the Software than are specified in KPMG's agreement with Thrasio.

Use of Electronic Signatures

Thrasio acknowledges that tax authorities may prohibit use of electronic signatures when filing certain paper-based returns and extensions. Accordingly, Thrasio agrees to timely provide hand-written signatures for all paper-based returns and extensions prepared/reviewed under this Statement of Work. If Thrasio chooses to use electronic signatures due to extenuating circumstances, Thrasio understands the tax authorities may not accept or process the returns or extensions and assumes all risks that may arise from such use which may include returns or extensions being considered untimely or incomplete.

Use of KPMG Business Tax Engine

To facilitate the delivery of our tax services described in this engagement contract, KPMG will provide Thrasio with access to our proprietary software application known as "KPMG Business Tax Engine." KPMG Business Tax Engine is a tax calculation and collaboration application designed to allow a group of authorized users ("Authorized Users") to access and share tax information in support of Thrasio's tax reporting deliverables. KPMG Business Tax Engine was developed by KPMG and is a combination of licensed and proprietary



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technology.

The use of KPMG Business Tax Engine is subject to Appendix III, KPMG LLP Application Terms of Use, which are incorporated herein and form an integral part of this letter. Use of KPMG Business Tax Engine by Thrasio and its Authorized Users is conditioned on your acceptance of these terms and the KPMG LLP Application Terms of Use without modification.

The KPMG LLP Application Terms of Use apply solely to the use of KPMG Business Tax Engine by Thrasio and its Authorized Users, and do not affect KPMG's obligations with respect to its services to Thrasio as contemplated in this engagement contract. KPMG's services must comply in all respects with the terms of this tax engagement contract, including the confidentiality provisions set forth therein.

Access to Service

All logon identifiers and passwords for Authorized Users will be managed by KPMG and will be unique for each Authorized User of Thrasio. Thrasio agrees to provide a list of Authorized Users and promptly notify KPMG if an Authorized User leaves its employ or is no longer providing services to Thrasio, and KPMG will remove his or her access to the software.

Edit Access

As part of the tax compliance engagement, Thrasio and its Authorized Users will have edit access of the KPMG Business Tax Engine software application to facilitate the services to be provided under the engagement.

Access to KPMG Tax Applications

In connection with our services under this Statement of Work, Thrasio will be provided access to Digital Gateway with the following capabilities, visualizations and/or applications (if applicable) as detailed below through Digital Gateway (collectively "Applications"):

— Collaboration, Workflows, Launchpad, What's in the News, Contacts;

Thrasio's use of the Applications is subject to the attached KPMG LLP Tax Application Terms of Use.

Unless otherwise indicated, logon identifiers and passwords for accessing the Applications are unique to each individual Authorized User and will be managed by KPMG. Thrasio agrees to provide a list of Authorized Users and promptly notify KPMG if an Authorized User leaves its employment or should otherwise no longer have access to the Applications.

* * * * *

The attached Standard Terms and Conditions for Advisory and Tax Services (March 27, 2017 Release – March 2021) as modified below are made part of this engagement letter.

The first sentence of Paragraph 6 is revised to read as follows:

"Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities,



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costs, expenses or losses in any way arising out of or relating to the services performed under this Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under this Engagement Letter during the preceding twelve (12) month period."

Effective as of the date of signing, this engagement contract supersedes any and all previously issued engagement contracts pertaining to the services described above.

Please contact me at +1 617 988 1396 or mdesrochers@kpmg.com if you have any questions or need clarification of the services KPMG will provide. If you agree with the terms set forth herein, please sign where indicated below (or otherwise provide your digital or facsimile signature) and return the signed copy to my attention at your earliest convenience so that we may begin work on this engagement.

Your digital or facsimile signature (if used) on this engagement contract on behalf of Thrasio shall be deemed to be your legally valid and binding signature of such contract to the same extent as if you had hand-signed it.

Very truly yours,

KPMG LLP


Michael Desrochers
Partner

Enclosures:

Appendix I-Scope of Services

Appendix II Consents to Disclose and Use Tax Return Information

Appendix III- KPMG LLP Tax Application Terms of Use

Standard Terms and Conditions for Advisory and Tax Services (March 27, 2017 Release – March 2021)

ACCEPTED:

Thrasio, LLC

DocuSigned by:



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Authorized Signature

Title: SVP, Finance

Date: April 8, 2020

Appendix I

Scope of Services

Tax Compliance Services

We will prepare federal and state and local income tax returns and supporting schedules for the 2021, 2022, and 2023 tax years. Our records indicate that we should prepare the returns identified on Attachment A of this Appendix.

If agreed by Thrasio in writing (email acceptable), we will also commence work on the applicable federal, state, and local tax return(s) included in this engagement contract for the tax year immediately succeeding the tax year(s) covered by this engagement contract, specifically, the preparation of requests for extension of time to file and the related quarterly estimated tax requirements. We will also provide these services for any state or local jurisdictions and additional majority owned legal entities not identified in this engagement contract including any newly controlled legal entities formed or acquired by Thrasio during the engagement period, and that you approve in writing (email acceptable).

KPMG will also analyze and migrate the fixed asset data into fixed asset software for any newly acquired entities on an as needed basis. The additional fees associated with this work will be based on the size and scope of the entity acquired. Please see below:

- *Small (<1k fixed assets): \$3,000 for implementation, \$1,000 for yearly maintenance*
- *Medium (>1K fixed assets): Fees to be determined after analysis of actual data*

Tax Consulting Services

We will provide general tax consulting on matters that may arise for which you seek our advice, both written and oral, and that are not the subject of a separate engagement contract. We will apply the elevated standards described in the "Tax Return Standards" section of this letter with respect to any such advice which would cause KPMG to be considered a tax return preparer under Treasury Regulation §301.7701-15.

When, in the course of providing general tax consulting services, it is determined that the service would exceed the scope of this letter, preliminary engagement planning activities undertaken prior to the issuance of a separate engagement contract for the discrete tax consulting project are intended to be covered by this engagement contract.

Appendix I - Attachment A

Charopee

Jurisdiction

- AL
- AR
- FL
- GA
- GA Net Worth
- LA
- MD
- MO
- NC
- PA
- TN

Thrasio Holdings Inc - Stand-Alone

Jurisdiction

- AR
- FL
- GA
- LA
- MD
- MO
- NC
- PA
- TN

Thrasio Holdings Inc - Unitary

Jurisdiction

- Fed
- AZ
- CA
- CO
- CT
- IA
- ID
- IL
- IN
- KS

KY
MA
ME
MI
MN
MS
ND
NE
NH
NJ
NM
NY
OK
OR
RI
SC
TX
UT
VA
VT
WI
NYC
OH- CAT

APPENDIX II

Consents to Disclose and Use Tax Return Information

In connection with the tax services provided to you under this engagement, KPMG LLP ("KPMG") may be subject to certain federal and state laws that prohibit KPMG from disclosing your tax return information to third parties, or our use of that information for purposes other than the provision of tax services to you, unless such disclosure or use is otherwise authorized by law or you consent to such disclosure or use. Likewise, federal law generally precludes our disclosing your tax return information to service providers outside the United States without your consent. Accordingly, we request your consent for the disclosures and uses described with more specificity below.

Request for Consent for Disclosure of Tax Return Information to Third Parties Within and Outside the United States

To complete the tax services set forth in this engagement contract, which may include tax return preparation services, as well as preliminary engagement preparation and tax return preparation activities for the immediately succeeding tax year, we may disclose some or all of your tax return information from prior tax years, the current tax year and the immediately succeeding tax year to certain third party contractors, other entities or service providers within or outside the United States. The entities that may receive such disclosures include KPMG Global Services Private Limited (KGS), an entity that is located in India and controlled by KPMG and certain other members of the KPMG network; any successor entity to KGS; and certain other members of the KPMG network [including but not limited to, [Include names of members of the KPMG network to the extent known] and other third-party subcontractors [Include names of third-party subcontractors to the extent known] that may otherwise assist in the completion of the services set forth in the engagement contract to which this consent relates.

To complete any tax services set forth in this engagement contract, we may also disclose some or all of your tax return information to certain third-party contractors located within the United States we may retain under KPMG's oversight to assist in the delivery of our services.

You hereby consent to the disclosure of your tax return information to the third parties who are located within and outside the United States, as described above.

Digital Gateway - Request for Consent to Use and Disclose Your Tax Return Information Within or Outside the United States to Develop Analytics that May Enhance the Services We Offer to You and Other Clients, to Develop New Services and Technologies, and to Complete Other Engagements with Other Members of the KPMG Network

Supplementary to the terms of your engagement contract, we request your specific consent to use your tax return information for other purposes, such as improving the delivery or quality of services or technology to Thrasio and other clients, thought leadership projects and to allow Thrasio and other clients to evaluate various business transactions and opportunities. More particularly, we request your consent to allow us to produce anonymized statistical compilations, to analyze tax return information, to develop benchmarks as well as new services and technology, and to allow us to evaluate our performance on your behalf and on behalf of our other clients ("Data Analytics Services"). We also request your specific consent to disclose your tax return information to members of the KPMG network and other onshore and/or offshore third party service providers such as KGS and the other parties described above in "Request for Consent for Disclosure and Use of Tax Return Information Within or Outside the United States" to assist us in performing the type of Data Analytics Services described above. In addition, we and such third-party service providers may also prepare reports, studies and presentation decks reflecting statistics and reasoned conclusions regarding tax metrics, economic benchmarks, and tax and general business compliance risks and opportunities (the "Output").

We also request your consent to disclose the Output to other clients for whom we or other members of the KPMG network perform or are seeking to perform tax and tax-related services. More specifically, the Output may be included in presentations to you and such other clients. These materials will be intended to help you and our other KPMG network clients understand where each of you stands relative to peers, to identify transactions that may be beneficial for your businesses, and to suggest areas in which we or other members of the KPMG network might work with you or our other clients to achieve your or such clients' objectives, both with respect to accurate and compliant tax reporting and tax efficient planning. Any such disclosures of the Output will be anonymous as to taxpayer identity as required by law.

Finally, in connection with your access and use of KPMG Digital Gateway technology application under this engagement contract, we request your consent to use your tax return information and other data within Digital Gateway to allow us and other members of the KPMG network to perform Data Analytics Services (as described above) and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities. We also request your consent to disclose your tax return information and other data within Digital Gateway to members of the KPMG network, including but not limited to all jurisdictions that may be listed this engagement contract and other engagement contracts with you and your related entities, and third party service providers to assist us in performing Data Analytics Services and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities. KPMG also requests your consent to disclose the Output (as described above) based on your tax return information and other data within Digital Gateway to other clients for whom KPMG or other members of the KPMG network perform or are seeking to perform tax and tax-related services. More specifically, the Output may be included in presentations to you and such other clients. Any such disclosures of the Output will be anonymous as to taxpayer identity as required by law.

You hereby consent to: (i) the use by KPMG and the third parties identified herein of any and all tax return information including any such information contained in your federal, state, and foreign income tax returns set forth in this engagement contract and supporting schedules and other data within Digital Gateway for the development and provision of the Data Analytics Services and to perform other professional services engagements by us or other members of the KPMG network for you and your related entities; (ii) the disclosure of such information to the members of the KPMG network and other third-party service providers assisting KPMG and other members of the KPMG network for the development and delivery of the Data Analytics Services and other professional services engagements by us or other members of the KPMG network for you and your related entities; and (iii) the disclosure to KPMG's and other KPMG network members' clients and potential clients of the Output from the Data Analytics Services.

Representation Regarding Protection of Tax Return Information From Unauthorized Disclosure or Use

Consistent with the terms of your engagement contract, KPMG represents that with respect to each member of the KPMG network and third party referred to in the consents set forth above, KPMG and the third parties each have technical, legal and/or other safeguards, measures and controls in place to protect your tax return information from unauthorized disclosure or use.

Duration of the Consent

If you agree to the disclosure and use of your tax return information for the purposes set forth above and in the terms of your engagement contract, your consent is valid for seven (7) years in order for KPMG to complete all services set forth herein, including, but not limited to administrative support activities such as data storage, or for such longer periods as required in order for KPMG to assist you with future tax-related needs or to comply with legal, regulatory, and professional standards.

Right to Refuse to Provide Consent

You have the right to decline to provide any or all of the consents requested herein or to request a more limited disclosure of your tax return information than that provided in any such consent. However, we

reserve the right to decline to provide any tax return preparation services described in the engagement contract to which this consent relates in the absence of consent or if we conclude that the more limited disclosure you authorize will interfere with the efficient and effective performance of such tax return preparation services.

Appendix III

KPMG LLP Tax Application Terms of Use

1 Terminology

“Affiliate” means an entity controlling, controlled by, or under common control with Thrasio, with “control” defined as ownership of eighty percent or more of the outstanding equity interests. “Authorized Users” means employees of Thrasio and its Affiliates directly involved in the Engagement for whom Thrasio has expressly requested access to the Applications, and any third parties permitted to access the Applications as set forth below. “Applications” means the one or more applications identified in the Engagement Agreement as made available pursuant to these Terms. “Engagement” means the subject matter of the Engagement Agreement. “Engagement Agreement” means the letter, statement of work, or other agreement between KPMG and Thrasio that incorporates or attaches these terms. “KPMG” means KPMG LLP, the U.S. member firm of the KPMG network of independent member firms (“Member Firms”). “Terms” means these KPMG LLP Tax Application Terms of Use. “Third Party Applications” means applications and other technology included in or among the Applications that is licensed from third parties.

2 Access and Termination

Authorized Users may access and use the Applications solely for Thrasio’s internal business purposes in connection with the Engagement. Permission to use the Applications terminates upon completion or termination of the Engagement or the Engagement Agreement. KPMG may limit or terminate Thrasio’s use of the Applications on thirty (30) days advance written notice to Thrasio, or otherwise upon notice to Thrasio as may be reasonably necessary to comply with KPMG’s license to Third Party Applications. KPMG may suspend access to the Applications as reasonably necessary to protect the integrity of the Applications. The Applications may permit Thrasio and Authorized Users to access other applications that Thrasio has licensed separately from KPMG or from other Member Firms, and use and access to these applications are subject to the terms of Thrasio’s separate license to such applications.

3 Relationship

Thrasio acknowledges that no professional relationship of any nature is created solely by the use of the Applications or through any correspondence or communication with KPMG in relation to such use, nor will the parties professional relationship or obligations be affected by such use, correspondence or communication. For the avoidance of doubt, KPMG is not responsible for the services performed by other Member Firms under Thrasio’s agreements with other Member Firms. Thrasio represents that it has the right and authority to enter into these Terms for all of its Affiliates using the Applications in connection with the Engagement.

4 Third Party Links

Certain Applications may permit users to post links to third party Web sites or content. KPMG makes no representations or warranties regarding and accepts no responsibility for the contents (including viruses) or fitness of third-party sites or content for any purpose. The inclusion of links to third party Web sites or content does not constitute an endorsement or adoption of any third-party content.

5 Availability

The Applications are accessible through a Web browser. Authorized Users shall use the latest supported version of a Web browser to access the Applications. As with any Internet-based product, technical factors such as bandwidth, network configurations and browser settings can affect the Applications’ performance and accessibility. While KPMG uses commercially reasonable efforts to make the Applications available on a 24/7 basis, the Applications may be temporarily unavailable due to technology

interruptions, for maintenance or other reasons. Accordingly, KPMG does not make any representation or warranty regarding the availability or accessibility of the Applications by any Authorized User. Use of the Applications or functionality may require installation of certain generally available third-party plugins and KPMG disclaims any and all warranties regarding such plugins.

6 Proprietary Rights

The Applications do not constitute deliverables or work product under the Engagement Agreements, but are made available pursuant to these Terms. Thrasio acknowledges and agrees that: (a) as between the parties, the Applications are the exclusive property of KPMG and its licensors; (b) except for the limited permission to access and use the Applications as granted herein, Thrasio acquires no right or interest of any kind in or to the Applications. Thrasio and Authorized Users may not (i) license, sell or otherwise commercialize or exploit the Applications, (ii) disassemble, reverse engineer or modify the Applications or (iii) attempt to access other applications or areas of the Applications to which it has not been granted permission.

7 Restricted to Authorized Users

Thrasio agrees not to provide access to the Applications or any component thereof to any person other than Authorized Users. Agents, contractors, consultants or other third parties may be granted access to the Applications only upon Thrasio's written request and KPMG's express permission, which will not be unreasonably withheld. Any third parties that KPMG permits to access the Applications shall be treated as Authorized Users. Thrasio shall be responsible for all use of the Applications and any other applications accessed through the Applications by its users, as well as such users' compliance with these Terms.

8 Client Content

Except for the permissions granted herein or in the Engagement Agreement, KPMG acquires no right or interest in any Thrasio data, documents, or other content posted on the Applications. Thrasio is exclusively responsible for all content posted on the Applications by its Authorized Users, including that all such content complies with all applicable laws and regulations and that the content will not infringe the intellectual property or data privacy rights of any third party. Thrasio grants to KPMG, other Member Firms and their service providers a right to use the content posted on the Applications and other applications separately licensed by Thrasio that connect to the Applications for purposes of providing these technologies, and professional services to Thrasio and its related entities, and to improve the delivery of services to clients, including through tools such as the Applications. When used in this manner, Thrasio's content will not be disclosed to other third parties.

9 Login Credentials

Authorized Users are responsible for taking appropriate measures to prevent unauthorized users from gaining access to the Applications, including not disclosing or sharing their usernames or passwords.

10 Viruses and Other Download Consequences

While KPMG exercises commercially reasonable efforts to protect the Applications from computer viruses, KPMG does not guarantee that the Applications will be free from all viruses, and is not responsible for any damage caused by viruses or other malicious activities of third parties. Thrasio is advised to use appropriate anti-virus software.

11 Data and Document Retention

The Applications are not intended for use as your document retention system, and should not be regarded as systems of record. Thrasio should download from the Applications any deliverables and other records it wishes to retain for Thrasio's own records. Deliverables and other records uploaded to the

Applications will remain available for a reasonable period of time after the Deliverables are provided. If requested, KPMG will provide Thrasio with a copy of the deliverables and records stored in the Applications relating to the Engagement in a mutually agreed to format.

12 Third Party Services

Thrasio acknowledges and agrees that KPMG uses third parties within and outside of the United States to provide at KPMG's direction administrative, clerical, analytical, and hosting services to KPMG. These third parties may in the performance of such services have access to Thrasio data. At Thrasio's reasonable request, KPMG will provide commercially reasonable assistance to Thrasio in obtaining security reports, certifications, or assessments applicable to any third-party hosting environment for the Applications to the extent made available by service providers.

13 Indemnification

KPMG hereby agrees to indemnify, hold harmless and defend Thrasio from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against Thrasio to the extent such Liabilities result from the infringement by the Applications (excluding Third Party Applications) of such third party's patents issued in the United States, trademarks or copyrights. With respect to claims that Third-Party Applications infringe any intellectually property rights, KPMG shall extend to Thrasio any indemnification, defense or other recovery to the extent provided by the licensors of such Third- Party Applications and applicable to Thrasio's use. KPMG's obligations under this section shall not apply to any infringement to the extent arising out of use of the Applications other than in accordance with applicable documentation or instructions supplied by KPMG or these Terms. Thrasio hereby agrees to indemnify, hold harmless and defend KPMG from and against any and all other Liabilities asserted by a third party against KPMG to the extent such Liabilities result from Thrasio's or Authorized Users' use of: (1) the Applications, or (2) any applications accessed through the Applications, or breach of these Terms. Except where due to a breach of these Terms by KPMG, Thrasio assumes all obligations associated with the disclosure of confidential or personally identifiable information stored on the Applications. Indemnification or defense pursuant to this section shall be subject to any applicable procedures for indemnification set forth in the Engagement Agreement.

14 Disclaimer of Liability

KPMG IS PROVIDING Thrasio WITH ACCESS TO AND USE OF THE APPLICATIONS ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING ANY INCONSISTENT LIMITATIONS ON LIABILITY IN THE ENGAGEMENT AGREEMENT, : (A) KPMG'S AGGREGATE LIABILITY IN CONNECTION WITH ITS INDEMNIFICATION OR DEFENSE OBLIGATIONS RELATING TO USE OF APPLICATIONS SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO KPMG UNDER THE ENGAGEMENT AGREEMENT; AND (B) EXCEPT AS SET FORTH EXPRESSLY IN THESE TERMS, Thrasio ACKNOWLEDGES AND AGREES THAT KPMG SHALL HAVE NO OTHER LIABILITY OF ANY KIND OR NATURE TO Thrasio RELATING TO, ARISING FROM OR IN CONNECTION WITH THE USE OF THE APPLICATIONS BY Thrasio OR AUTHORIZED USERS. Thrasio ACCEPTS FULL AND COMPLETE RESPONSIBILITY FOR ANY OTHER ADDITIONAL LIABILITY THAT MAY OCCUR AS A RESULT OF SUCH USE. For the avoidance of doubt, neither use of the Applications nor these Terms are intended to affect the rights or obligations of either party with respect to the professional services and deliverables under the Engagement Agreement.

15 System Changes

In its sole discretion, KPMG or its licensors may deploy enhancements to the Applications. KPMG shall inform Thrasio of important changes in functionality that may affect Thrasio's use of the Applications.

16 Security

The Applications are protected by measures intended to limit the potential for intrusions, loss of information and/or other such risks as KPMG deems appropriate, including the following: (a) **Limited access.** Procedures and controls designed to limit access to the Applications, and Thrasio's data, calculations and reports, to Authorized Users and to persons providing the Applications and services in connection with the Engagement. (b) **Protected Architecture.** Authorized Users gain access to the Applications by providing a username and complex password. Other security measures consist of a secure socket layer (SSL), double layered firewalls and encryption. (c) **Protected Infrastructure.** Security measures monitor and control physical access to facilities and servers housing the Applications and restricting access to authorized individuals, including supervised visitors. Thrasio agrees to promptly notify KPMG if Thrasio becomes aware of any event or action which might reasonably impair the security of the Applications. Any specific information or data security provisions in the Engagement Agreement shall be construed to apply only to KPMG's internal information security environment, provided that KPMG remains responsible to you under the Engagement Agreement should any third party service provider of KPMG disclose or use Thrasio data in an unauthorized manner.

17 Use and Transmission of Data

Information posted on the Applications and information about Authorized Users may be accessed in the U.S. and other jurisdictions that the E.U. may not deem to provide adequate data protection. Thrasio represents to KPMG that it has obtained lawfully-sufficient consent or other appropriate permission, if required by any applicable law or regulations, from its employees, customers or any other relevant individuals for such transfer of data and use in providing the Applications and services in connection with the Engagement, and that such transfer and use does not violate any applicable law or regulation.

18 Export Controls

Thrasio agrees that it will not use or permit use of the Applications by or for any individual or entity (i) organized, incorporated or ordinarily resident in jurisdictions sanctioned by the United States (currently, Cuba, Iran, North Korea, Syria or the Crimea Region of the Ukraine); (ii) listed in any economic, financial or trade sanctions-related list of designated parties maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, Public Safety Canada, Global Affairs Canada, the United Nations, the U.K. Office of Financial Sanctions Implementation, the European Union and/or any European Union member state, if such listing prohibits use of Applications by listed parties; or (iii) owned 50% or more or controlled by parties described in (i) or (ii). The Applications may not be used in a manner likely to result in an indirect benefit for a sanctioned individual or entity, if such use is prohibited.

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

1. **Services; Client Responsibilities.**
 - (a) References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached or incorporated (the "Engagement Letter") and references herein to KPMG shall refer to KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the KPMG network of independent firms (the "KPMG Network"). Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents are collectively referred to herein as the "Client Parties." KPMG, the other member firms of the KPMG Network and firms and entities controlled by, or under common control with, one or more such member firms (collectively, the "Member Firms"), and their affiliates, and their respective partners, principals, employees, and agents and the legal entities comprising KPMG International are collectively referred to herein as the "KPMG Parties." Any work performed in connection with the engagement described in the Engagement Letter before its execution is also governed thereby and by these Standard Terms and Conditions.
 - (b) It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.
 - (c) If KPMG audits the financial statements of Client or provides any other attestation services to Client, the rules of the American Institute of Certified Public Accountants ("AICPA") require Client to agree to the following provisions of this Paragraph 1(c). In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) assume all management responsibilities and perform all management functions; (ii) oversee such services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge and/or experience; (iii) evaluate the adequacy and results of such services; (iv) accept responsibility for the results of such services; and (v) establish and maintain internal controls over the processes with which such services are concerned, including performing ongoing evaluations of Client's internal control as part of its monitoring activities.
 - (d) Subsequent to the completion of this engagement, KPMG will not update its Advice (as defined below) for changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.
2. **Fees; Tax on Services.** Unless otherwise agreed to in the Engagement Letter, KPMG will bill Client monthly in arrears for the fees incurred for the applicable Services. Client agrees to pay KPMG's invoices within 30 days after receipt. Prior to September 15th of any year, Client shall pay all outstanding invoices issued. Unless otherwise agreed to in the Engagement Letter, KPMG will also bill Client for its reasonable out-of-pocket expenses. All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.
3. **Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination, provided that either party may terminate the Engagement Letter upon written notice to the other party if laws, rules, regulations or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder.
4. **Ownership and Use of Deliverables.**
 - (a) Upon full and final payment to KPMG under the Engagement Letter, KPMG assigns and grants to Client, title in the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any KPMG property is contained in any of the Deliverables ("KPMG Property"), KPMG hereby grants Client, under KPMG's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Client's use of the Deliverables. KPMG acknowledges that it shall obtain no ownership right in Confidential Information (as defined below) of Client.
 - (b) Should Client make a Deliverable bearing the "KPMG" name or logo available to a third party, it must be made available only in its entirety. KPMG may retain for its files copies of each of the Deliverables, subject to the provisions of Paragraph 11 below.
 - (c) Client acknowledges and agrees that notwithstanding Paragraph 4(a), any advice, recommendations, information, Deliverables or other work product ("Advice") provided by KPMG in connection with the services under the Engagement Letter is intended for Client's sole benefit and KPMG does not authorize any party other than Client to benefit from or rely upon such Advice, or make any claims against KPMG relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. Client agrees that if such Advice is made available to any third party other than as expressly permitted by the Engagement Letter, the provisions of Paragraph 8(b) shall apply unless Client has a written notice substantially in the form of Appendix A hereto (the "Notice") acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the Notice acknowledged by such third party. Notwithstanding the foregoing, in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) below, no acknowledgement of the Notice shall be required to avoid application of Paragraph 8(b). For the avoidance of doubt, no Notice or acknowledgement shall be required to avoid application of Paragraph 8(b) with respect to disclosures expressly authorized by the Engagement Letter.
5. **Warranties.** KPMG's services under the Engagement Letter are subject to and will be performed in accordance with AICPA and other professional standards applicable to the services provided by KPMG under the Engagement Letter and in accordance with the terms thereof. KPMG disclaims all other warranties, either express or implied.
6. **Limitation on Damages.** Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

owing to KPMG under the Engagement Letter. In no event shall any of the Client Parties or any of the KPMG Parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). For avoidance of doubt, any damages awarded against any of the Client Parties or the KPMG Parties based on a third party claim subject to indemnification hereunder shall not be subject to the disclaimer in the previous sentence. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.

may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the Client Parties.

- (b) Subject to Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim arising from KPMG's Advice. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute, rule, regulation or tort (including without limitation negligence) by the KPMG Parties.

7. **Infringement.**

- (a) KPMG hereby agrees to indemnify, hold harmless and defend the Client Parties from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued in the United States as of the date the Deliverables are delivered to Client, trademarks or copyrights. Such KPMG obligations shall not apply to any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (iii) the combination or operation of the Deliverables with materials not supplied or approved by KPMG.

- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, Client shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.

- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. **Indemnification.**

- (a) KPMG agrees to indemnify, hold harmless and defend the Client Parties from and against any and all Liabilities for physical injury to, or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the Client Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the KPMG Parties. Client agrees to indemnify, hold harmless and defend the KPMG Parties from and against any and all Liabilities for physical injury to, or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the KPMG Parties

- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. **Cooperation; Use of Information.**

- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, systems, software, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional details regarding KPMG's access to and use of personnel, facilities, equipment, data and information.

- (b) The Engagement Letter may set forth additional obligations of Client in connection with the services under the Engagement Letter necessary for KPMG to perform its obligations under the Engagement Letter. Client acknowledges that its failure to satisfy these obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.

- (c) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material adverse effect on KPMG's conclusions.

- 10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Standard Terms and Conditions for Advisory and Tax Services

11. Confidentiality.

- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is permitted to be disclosed by Paragraphs 18(a) or (b); or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (b) The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. Except as otherwise set forth in this Paragraph 11 or Paragraph 15 below, the Receiving Party shall not disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order, or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process an insurance claim.
- (c) The KPMG Parties, with the assistance of third parties outlined in Paragraph 15, may use all Client's information provided to the KPMG Parties for other purposes, such as improving the delivery or quality of services or technology to Client and other clients, thought leadership projects, to allow Client and other clients to evaluate various business transactions and opportunities, and for use in presentations to Client, other clients and non-clients. When Client's information is used outside of the KPMG Parties or such third parties assisting them, Client will not be identified as the source of the information.
- (d) Each party shall exercise the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (e) If the Receiving Party receives a subpoena or other validly issued administrative, judicial, government or investigative regulatory demand or request or other legal process ("Legal Demand") requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of

such Legal Demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event that KPMG is requested or authorized by Client, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the services under the Engagement Letter available to a third party, or Client, Client shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in responding to such requests, authorizations or requirements.

12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment, transfer or delegation in violation hereof shall be null and void.

13. **Governing Law; Severability.** All disputes between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

14. Alternative Dispute Resolution.

- (a) Any dispute or claim between the parties shall be submitted first to non-binding mediation and, if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (b) Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties (including Paragraph 6 above), that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that any party moving to enforce, confirm or vacate any such agreement or award, as the case may be, will file such motion under seal unless prohibited under applicable court rules.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

15. Use of Member Firms and Third Parties.

- (a) Client acknowledges and agrees that the services under the Engagement Letter, including any applicable tax advice, may be performed by a Member Firm located outside of the United States. Client understands that each Member Firm is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of any other Member Firm.
- (b) Client further acknowledges and agrees that in connection with the performance of services under the Engagement Letter, KPMG and Member Firms, in their discretion or at Client's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Engagement Letter or analyze Client information.
- (c) Client further acknowledges and agrees that KPMG Parties may have access to Confidential Information from offshore locations and that KPMG Parties may use third parties within and outside of the United States to provide at KPMG Parties' direction administrative, clerical or analytical services to KPMG Parties. These KPMG Parties and third parties may in the performance of such services have access to Client's Confidential Information. KPMG represents to Client that with respect to each Member Firm and third party, KPMG has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of Client from unauthorized disclosure or use. KPMG shall be responsible to Client for their failure to comply.
- (d) Accordingly, Client's agreement above extends to disclosure, ability to access, and use of its Confidential Information by the parties and for the purposes set forth in Paragraph 11 and this Paragraph 15.
- (e) Any services performed by a Member Firm or third party shall be performed in accordance with the terms of the Engagement Letter and these Standard Terms and Conditions, including Paragraph 11 (Confidentiality), but KPMG shall remain responsible to Client for

the performance of such services. Client agrees that any claim relating to the services under the Engagement Letter may only be made against KPMG and not any other Member Firm or third party referred to above.

16. Miscellaneous.

- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) **Electronic Communications.** KPMG and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that KPMG transmits to Client shall supersede any previous versions transmitted by KPMG to Client.
- (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 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 of the various states.
- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) **Use of Names and Logos.** Except as permitted by law or as set forth in the Engagement Letter or this Paragraph 16(e), neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. Client agrees that KPMG may list Client as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, Client gives KPMG the right to use Client's logo on the Deliverables and documents prepared for

Standard Terms and Conditions for Advisory and Tax Services

Client internally (e.g., internal presentations, etc.) or for internal KPMG presentations and intranet sites.

- (f) **Export Control.** KPMG and Client acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.
- (g) **Active Spreadsheets and Electronic Files.** KPMG may use models, electronic files and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the Engagement Letter. If Client requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to Client for its internal use only on an as-is basis and such item shall be considered a Deliverable subject to Paragraph 4 above; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item.
- (h) **Non-Solicitation.** During the term of the Engagement Letter and for one year thereafter, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services under the Engagement Letter, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
- (i) **Force Majeure.** Except for the obligation of a Party to make payments required hereunder, neither Party shall be responsible for any delay or failure in performance of any part of this Engagement Letter or the Services to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing Party ("Condition"). The Party delayed or unable to perform ("Delayed Party"), shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both Parties shall proceed promptly with the performance of their obligations under this Engagement Letter whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the Party affected may terminate this Engagement Letter upon written notice to the Delayed Party.

constitute the final, complete and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersede all other previous and contemporaneous oral and written representations, understandings or agreements relating to that subject matter.

18. Additional Terms for Engagements Involving Tax Services.

- (a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(3)(i) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax structure of any transaction on which KPMG's services are provided. Client agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance with IRC section 6011. IRC section 6111 and the laws of various states require a material advisor with respect to a reportable transaction to make a return containing specified information concerning the transaction to the IRS or a designated state tax authority by a prescribed date, and IRC section 6707 imposes penalties for noncompliance with IRC section 6111. IRC section 6112 and the laws of various states require the material advisor to maintain, and make available to the IRS or designated state tax authority upon request, a list containing prescribed information with respect to persons advised and other information with respect to the reportable transaction, and IRC section 6708 imposes penalties for noncompliance with IRC section 6112. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction adopting similar or analogous provisions thereto.
- (c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

17. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, and any exhibits, attachments, addenda and appendices hereto and thereto, and amendments to any of the foregoing that are agreed in writing between the parties, shall

APPENDIX A

[FORM OF NOTICE AND ACKNOWLEDGEMENT]

[Name of Third Party]
Address

The advice, recommendations, information, deliverables and other work product (“KPMG Advice”) being made available to you in connection with this notice were prepared for the sole benefit of [Name of Client], based on the specific facts and circumstances of [Name of Client], and its use is limited to the scope of KPMG LLP’s engagement for [Name of Client]. It has been made available to you for informational purposes only. You acknowledge and agree that KPMG does not authorize any party other than [Name of Client] to benefit from or rely upon it, or make any claims against KPMG relating thereto, and any such reliance by you or anyone else shall be at your or their own risk. Accordingly, KPMG accepts no responsibility or liability in respect of such KPMG Advice and you shall have no right to make it available to anyone else without including a copy of this notice and, unless disclosure is required by law or to fulfill a professional obligation required under applicable professional standards, obtaining a signed acknowledgement of this notice from the party to whom disclosure is made and you provide a copy thereof to [Name of Client]. You acknowledge and agree that you will be responsible for any damages suffered by KPMG as a result of your failure to comply with the terms of this notice.

Please acknowledge your acceptance of the foregoing by signing and returning to us a copy of this letter.*

Very truly yours,

[Name of Client]

By: Name:
Title:

Accepted and Agreed to on this ____ day of ____, 20 by:*

[Name of Third Party]

By: Name:
Title:

*Remove in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) of the Standard Terms and Conditions in which case an acknowledgement is not required by the terms of Paragraph 4(c).

Exhibit 2

2023 Engagement Letter



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

Telephone +1 267 256 7000
Fax +1 267 256 7200
kpmg.com

Thrasio LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Steve Nee
Senior Vice President

This Engagement Letter, including the Standard Terms and Conditions and any exhibits, attachments, addenda or appendices attached hereto (collectively, the “Agreement”), dated as of October 6, 2023 (the “Effective Date”), is between Thrasio LLC (“Client”) and KPMG LLP (“KPMG”), whereby Client is engaging KPMG to provide the professional services described herein (the “Services”).

Scope of Services

We will provide the tax consulting services listed in Appendix I. In performing these services, the following considerations will apply to this engagement. The Services will include addressing the impact of the Corporate Alternative Minimum Tax.

Applicable Standards

When providing tax services, KPMG applies standards that may be higher than those required by law, regulation, or other professional requirements. KPMG will promptly inform Thrasio if, during this engagement, KPMG concludes that a tax return position cannot meet these higher standards.

Fees

Tax Consulting Services

The fee for services will be based on the actual time incurred to complete the work at 85 percent of our standard hourly rates for the individuals involved in providing the services. The fee for the services provided by the other KPMG International member firm(s) will be based on the actual time incurred to render their services at 85 percent of their standard hourly rates converted to US dollars.

Other Fees & Expenses

In the event that Thrasio seeks protection under Title 11 of the United States Code, with respect to post-petition invoices, KPMG shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the applicable jurisdiction, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court.

KPMG acknowledges that professional time required to prepare detailed applications in accordance with the Bankruptcy Code, applicable rules, and guidelines differs from KPMG’s normal billing procedures and, as a result, requires significant effort by KPMG to comply therewith. As a result, Thrasio agrees that, subject to Bankruptcy Court approval, KPMG shall be reimbursed for such professional time incurred.



Page 2 of 2

Payment Schedule

KPMG shall invoice Thrasio an initial retainer of \$250,000 upon execution of the Agreement. KPMG will issue subsequent invoices, to replenish the retainer if estimated fees are expected to exceed the existing retainer. The retainer will be held against the final invoice for the engagement. Any unused retainer will be refunded.

We will render progress billings as work is performed.

Engagement Team

The KPMG team will consist of various members of our practice and will include:

Ryan Kelly, Principal, M&A Tax

Aaron Shapira, Managing Director, M&A Tax

In addition to these dedicated team members, the engagement team will be supported by national and geographic area strategic and technical resources, as appropriate.

Consents to Disclose and Use Tax Return Information

To enable the completion of the services under this engagement contract and related activities, the attached **Consents to Disclose and Use Tax Return Information** are hereby agreed to and made part of this letter.

Standard Terms and Conditions

The attached Standard Terms and Conditions for Advisory and Tax Services (May 2022) are made part of this letter, subject to the following modifications:

Paragraph 16(b) (Use of Names and Logos). The paragraph is amended and restated as follows: "We may reference you as a customer in our marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, upon your prior written request, you give us the right to use your logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law."

* * * * *

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Thrasio LLC

DocuSigned by:

Steve Nee

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Steve Nee
Senior Vice President

KPMG LLP

Ryan Kelly
Principal

Appendix I

Scope of Services

Tax Consulting Services

We will provide tax consulting services with respect to such matters as may arise for which you seek our advice and consultation in connection with the Potential Restructuring. However, we will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

Pursuant to this engagement letter, KPMG will provide analysis as to the U.S. federal, state, and local tax implications of the Potential Restructuring. This analysis may include, but is not limited to the following:

1. Analysis of IRC §382 issues related to potential restructuring alternatives, including a sensitivity analysis to reflect the IRC §382 impact of the proposed and / or hypothetical equity transactions;
2. Analysis of "net unrealized built-in gains and losses" and Notice 2003-65 as applied to the ownership change, if any, resulting from or in connection with the Potential Restructuring;
3. Analysis of Thrasio's tax attributes including net operating losses, tax basis in assets, and tax basis in stock of subsidiaries as relevant to the Potential Restructuring;
4. Analysis of cancellation of debt ("COD") income, including the application of IRC §108 and consolidated tax return regulations relating to the restructuring of non-intercompany debt and the completed capitalization/settlement of intercompany debt;
5. Analysis of the application of the attribute reduction rules under IRC §108(b) and Treas. Reg. §1.1502-28, including a benefit analysis of IRC §§ 108(b)(5) and 1017(b)(3)(D) elections as related to the Potential Restructuring;
6. Analysis of the tax implications of any internal reorganizations and proposal of restructuring alternatives;
7. Cash tax modeling of the tax benefits or tax costs of restructuring alternatives;
8. Analysis of the tax implications of any dispositions of assets and/or subsidiary stock pursuant to the Potential Restructuring;
9. Analysis of accounting methods including IRC §266, revenue recognition, expense deferral, IRC §163(j) and other accounting methods planning;
10. Analysis of potential bad debt, worthless stock, and retirement tax losses associated with the Potential Restructuring;
11. Analysis of the tax treatment of restructuring related costs; and
12. Analysis of any proof of claims from tax authorities in which:
 - a) KPMG will search the proof of claim register for claims from the taxing authorities at the direction of management;
 - b) KPMG will summarize the identified tax proof of claims;

- c) KPMG will review the tax claims and provide the summarized tax proof of claim summary schedule to the KPMG tax compliance team(s) for additional commentary and support (e.g., filed income/non-income tax returns, etc.), where applicable; and
- d) KPMG will provide the tax proof of claim summary schedule, the tax proof of claims, and supporting documentation (e.g., filed income/non-income tax returns), where applicable, to management for their review and assessment.
- e) Client will review the information provided and be responsible for making any determinations as it relates to the claims as well as any additional remediation steps that would be required.

Our advice with respect to restructuring tax matters will be documented in quantitative analysis (including modeling calculations to reflect the cash tax liability and impact on tax attributes under various restructuring scenarios), tax technical memorandum, and an opinion, as warranted. To the extent we prepare models, they will be prepared to serve as enablers of the advice you have requested us to render and will not be provided as working models themselves. If an opinion is requested, we will issue an addendum further clarifying the scope of our opinion.

Further, we anticipate, at the request of Thrasio, interacting with other advisors to Thrasio throughout the restructuring process.

Consents to Disclose and Use Tax Return Information

In connection with the tax services provided to Client under this engagement, KPMG may be subject to certain federal and state laws that prohibit KPMG from disclosing Client's tax return information to third parties, or KPMG's use of that information for purposes other than the provision of tax services to Client, unless such disclosure or use is otherwise authorized by law or Client consents to such disclosure or use. Likewise, federal law generally precludes KPMG from disclosing Client's tax return information to service providers outside the United States without Client's consent. Accordingly, KPMG requests Client's consent for the disclosures and uses described with more specificity below.

Consent for Disclosure of Tax Return Information to Third Parties Within and Outside the United States

To complete the Services, which may include tax return preparation services, as well as preliminary engagement preparation and tax return preparation activities for the immediately succeeding tax year, KPMG may disclose some or all of Client's tax return information from prior tax years, the current tax year and the immediately succeeding tax year to certain third party contractors, other entities or service providers within or outside the United States. The entities that may receive such disclosures include: KPMG Global Services Private Limited ("KGS"), an entity that is located in India and controlled by KPMG and certain other members of the KPMG network; any successor entity to KGS; and certain other members of the KPMG network and other third-party subcontractors that may otherwise assist in the completion of the Services.

To complete the Services, KPMG may also disclose some or all of Client's tax return information to certain third-party contractors located within the United States who are under KPMG's oversight and assist in the delivery of the Services.

Client hereby consents to the disclosure of Client's tax return information to the third parties who are located within and outside the United States, as described above.

Representation Regarding Protection of Tax Return Information from Unauthorized Disclosure or Use

Consistent with the terms of this engagement contract, KPMG represents that with respect to each member of the KPMG network and third party referred to in the consents set forth above, KPMG and the third parties each have technical, legal and/or other safeguards, measures and controls in place to protect Client's tax return information from unauthorized disclosure or use.

Duration of the Consent

If Client agrees to the disclosure and use of Client's tax return information for the purposes set forth above and in the terms of this engagement contract, Client's consent is valid for ten (10) years in order for KPMG to complete the Services, including, but not limited to administrative support activities such as data storage, or for such longer periods as required in order for KPMG to assist Client with future tax-related needs and/or to comply with legal, regulatory, and professional standards.

Right to Refuse to Provide Consent

Client has the right to decline to provide any or all of the consents requested herein or to request a more limited disclosure of Client's tax return information than that provided in any such consent. However, KPMG reserves the right to decline to provide any tax return preparation services described in this engagement contract to which this consent relates in the absence of consent or if KPMG concludes that the more limited disclosure Client authorizes will interfere with the efficient and effective performance of such tax return preparation services.



Standard Terms and Conditions for Advisory and Tax Services

1. Definitions.

- (a) "Advice" means any advice, recommendations, work product, Deliverables or other information provided by KPMG in connection with the Services.
- (b) "Agreement" means the Engagement Letter and these Standard Terms and Conditions for Advisory and Tax Services and any exhibits, attachments, addenda or appendices attached thereto.
- (c) "AICPA" means the American Institute of Certified Public Accountants.
- (d) "Client" or "you" (or derivatives thereof) means the engaging entity or entities, meaning the addressee(s) of the Engagement Letter.
- (e) "Client Materials" means any and all materials, facilities, network, hardware, systems, software, data and other equipment and information, that in each case is owned by or licensed or leased to you including any third-party materials, to which we are provided access in connection with the Services.
- (f) "Client Parties" means Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents.
- (g) "Condition" means any acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing party.
- (h) "Confidential Information" means all documents, reports, data, records, forms and other materials that due to their character and nature, a reasonable person under like circumstances would treat as confidential received by one party (the "Receiving Party") relating to the provision or receipt of Services or otherwise in connection with the Agreement from, or on behalf of, the other party (the "Disclosing Party"); except to the extent such confidential information : (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party without an obligation of confidentiality; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is information provided by KPMG, as the Disclosing Party, to Client with respect to the tax treatment or tax structure of a transaction; or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (i) "Delayed Party" means the party delayed or unable to perform its obligations under this Agreement.
- (j) "Deliverables" means the items created or configured for delivery to Client that are specified as deliverables in the Engagement Letter.
- (k) "Engagement Letter" means the engagement letter to which these Standard Terms and Conditions for Advisory and Tax Services are attached.
- (l) "Enabling Tools" means KPMG proprietary and third-party software tools that KPMG makes available to facilitate KPMG's Services to you, such as project management or communications tools.
- (m) "Indemnified Party" means the party entitled to indemnification.
- (n) "Indemnifying Party" means the party obligated to indemnify.
- (o) "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and similar proprietary rights.
- (p) "KPMG" or "we" (or derivatives thereof) means KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the international KPMG network of independent firms.
- (q) "KPMG Parties" means KPMG, Member Firms and the legal entities comprising KPMG International and their respective partners, principals, employees, and agents.
- (r) "KPMG Property" means KPMG's, or its licensors', inventions, technology, know-how, methodologies, works of authorship and other materials created prior to, independently of, or in the course of providing the Services, and all improvements, enhancements and modifications thereto and derivative works thereof, including all Intellectual Property Rights appurtenant thereto, except that KPMG Property shall not include Client Confidential Information.
- (s) "KPMG Resources" means KPMG, Member Firms and third-party providers engaged by KPMG or a Member Firm, which may be located in or outside of the United States.
- (t) "Liabilities" means liabilities, losses, expenses (including reasonable attorneys' fees and expenses), fines, penalties, taxes and other direct damages.
- (u) "Legal Demand" means a validly issued legal or regulatory demand or request, subpoena or other legal process.
- (v) "Member Firms" means the members of the international KPMG network of independent firms and entities controlled by, or under



Standard Terms and Conditions for Advisory and Tax Services

common control with, one or more KPMG network member firms.

- (w) "Residual Knowledge" means any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Engagement Letter that does not contain Client's Confidential Information.

- (x) "Services" means the services KPMG shall perform as set forth in the Engagement Letter.

2. Our services and personnel.

- (a) Our Services will be performed in accordance with AICPA and other applicable professional standards.
- (b) Any work performed in connection with the engagement described in the Agreement before its execution shall be governed by the Agreement.

3. Our fees.

- (a) We will bill you for fees and reasonable expenses as agreed to in the Engagement Letter. You agree to pay our invoices within thirty (30) days after receipt. If Client does not pay any properly submitted invoice amount within thirty (30) days after receipt of such invoice, then KPMG may suspend or terminate the Services. Notwithstanding the preceding sentence, any invoiced amounts not paid by their applicable due date shall accrue a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.
- (b) Where we are reimbursed for expenses, we will bill you for the amount we paid and we will not add any markup to the expense. After such expenses are incurred, we may receive rebates or incentive payments based on our aggregate purchases, which may include expenses reimbursed by you in addition to other clients. Such rebates are not credited back to you but are used to reduce our overhead.
- (c) The fees, expenses and timelines set forth in the Engagement Letter may vary due to failure by a Client to meet its obligations under the Engagement Letter or a change in assumptions, such as failure of third parties to cooperate. Our fees do not include any sales, use, excise, value added, income or other taxes, tariffs or duties applicable to your receipt of our Services, payment of which shall be your sole responsibility. KPMG shall be responsible for its net income or applicable employment taxes.

4. Use of our advice.

- (a) We may provide our Advice to you in draft form, but the final written Deliverable if provided supersedes any drafts provided earlier. Client agrees to review any draft Deliverables prepared by KPMG promptly and to advise KPMG on a timely basis of any comments Client may have. KPMG shall reasonably incorporate Client's comments into such Deliverable, however the content of the final Deliverable shall be determined by KPMG in the exercise of its professional judgment.
- (b) Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.
- (c) Advice is provided for your sole benefit and internal business use and not for the benefit of, or to be relied upon by any other party.

5. Termination.

Either party may terminate this Agreement at any time (i) by giving at least thirty (30) days' prior written notice to the other party, (ii) upon thirty (30) days written notice to the other party, in the event such other party breaches a term of this Agreement and such breach remains uncured at the end of such thirty (30) day period or (iii) upon written notice to the other party if laws, rules, regulations or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder. Upon termination of this Agreement, Client shall pay all fees and expenses that have been incurred in connection with the performance of the Services through the effective date of such termination. Any provisions of the Agreement that by their nature are intended to survive termination or expiration will survive and continue to bind the parties.

6. Limitation on damages.

The total liability of the Client Parties and the KPMG Parties to one another for any Liabilities relating to the Services provided under the Engagement Letter shall be limited to the amount of fees paid to KPMG under the Engagement Letter. The Client Parties or KPMG Parties will not be liable to one another for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The preceding limitations do not apply to Liabilities arising from the parties' respective indemnification obligations or to the extent resulting from the gross negligence or willful misconduct of the parties. The provisions of this Paragraph 6 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.

7. Ownership.

- (a) Subject to full payment to KPMG of fees owed for the applicable Services, KPMG (i) assigns to Client, all right, title and interest in and to the Deliverables except to the extent any KPMG Property is contained therein, and (ii) grants Client a royalty-free, non-exclusive,



Standard Terms and Conditions for Advisory and Tax Services

non-transferable, non-sublicensable perpetual license, to use such KPMG Property solely in connection with Client's internal use of the Deliverables.

- (b) Notwithstanding anything herein that may be construed to the contrary, Client agrees that nothing in this Agreement prevents KPMG from using Residual Knowledge.

8. Indemnification

- (a) KPMG shall indemnify, hold harmless and defend the Client Parties from and against any claims or Liabilities asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's Intellectual Property Rights except to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any modification of the Deliverables; (iii) the combination or operation of the Deliverables with materials, networks, systems or data not supplied or authorized in writing by KPMG in the Engagement Letter; or (iv) KPMG's compliance with any designs, specifications or instructions provided by, or on behalf of, any of the Client Parties. In case all or part of any Deliverable (including any KPMG Property contained therein) is held, or we believe is likely to be held, to constitute infringement, in addition to our obligations set forth in this Paragraph, we may at our option and expense either: (1) secure for you the right to continue to use such infringing item; or (2) replace such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. If we believe we are unable to perform any of these options, we shall refund you the amount paid to us for such item as long as you return such item to us and cease all use of the same. This Paragraph states our entire liability and the sole and exclusive remedy with respect to any infringement or claim of infringement covered by this Paragraph 8(a).
- (b) Client shall indemnify, hold harmless and defend the KPMG Parties from and against any Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third-party claim arising from (i) Advice or (ii) the Client Materials or KPMG's use thereof. The foregoing obligations shall apply regardless of whether the third-party claim alleges a breach of contract, violation of statute, rule, regulation or tort (including without limitation negligence) by any of the KPMG Parties.
- (c) KPMG shall indemnify, hold harmless and defend the Client Parties from and against any Liabilities for physical injury to, or death of, any person, and damage to or destruction of any tangible property, to the extent resulting from the negligence or willful misconduct of any of the KPMG Parties. Client shall indemnify, hold harmless and defend the KPMG Parties from and against any Liabilities for physical injury to, or death of, any person, and damage to or destruction of any tangible property, to the extent such Liabilities result from the negligence or willful misconduct of any of the Client Parties.
- (d) The Indemnified Party shall promptly notify the Indemnifying Party of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall have the right to participate in such defense or settlement at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. Client's responsibilities.

- (a) You shall reasonably cooperate with us in the performance of the Services and provide us with, or procure for us, the personnel, facilities, systems, software, equipment, and information reasonably necessary for us to perform the Services, as well as fulfill any obligations set forth in the Engagement Letter. If you do not provide us with the foregoing, you acknowledge that our ability to provide the Services may be adversely affected. Client represents that it has all rights, licenses, consents and permissions necessary for KPMG to receive and use the Client Materials to perform the Services and provide the Deliverables.
- (b) We rely on the materials, information and assumptions you provide to us to render our Advice. We will not independently investigate or verify the accuracy or completeness of the same. If such materials, information or assumptions are inaccurate or incomplete, our Services or Advice could be materially affected.
- (c) Client agrees that, while the Services may include advice and recommendations, all decisions in connection with the implementation of such advice and recommendations or to proceed with a proposed transaction are the sole responsibility of, and made by, Client. In particular, you shall be responsible for (i) assuming all management responsibilities and performing all management functions; (ii) overseeing the Services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge and/or experience; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the results of the Services; and (v) establishing and maintaining internal controls over the processes with which the Services are concerned, including performing ongoing evaluations of your internal control as part of your monitoring activities.

10. Use of KPMG Resources and Enabling Tools.

- (a) KPMG may engage KPMG Resources to assist in the performance of the Services, for example via subcontracting or contingent workforce personnel. KPMG remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any KPMG Resources to the same extent KPMG is obligated under the terms of this Agreement. Client agrees it shall not bring any claim relating to the Agreement against any KPMG Resource, other than KPMG.



Standard Terms and Conditions for Advisory and Tax Services

- (b) KPMG may, with the assistance of KPMG Resources, use information obtained during engagements (i) to analyze trends, perform comparative analysis, and develop and improve benchmarks; (ii) to develop and improve technology and services; and (iii) to improve other services to Client and to provide insights to Client about its business. Such information will not be disclosed to third parties other than KPMG Resources assisting KPMG with these uses unless such information is in an aggregated or anonymized format that does not identify Client.
- (c) KPMG may license certain Enabling Tools for use by Client to facilitate the Services. All other use is prohibited. Client may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by KPMG in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. KPMG shall indemnify, hold harmless, and defend Client from and against third-party claims that authorized use of Enabling Tools infringes the Intellectual Property Rights of a third party, subject to any limits or requirements imposed by KPMG's licensors; and Client shall indemnify, hold harmless, and defend KPMG Parties from and against third-party claims arising from Client's or its authorized users unauthorized use of Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Client access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time (no less frequently than annually for audit clients and their affiliates) following the conclusion of the engagement to which they relate. Client shall download such Deliverables and documents for its records. Client acknowledges that use of Enabling Tools may be subject to additional terms specified in the Engagement Letter or other agreement. Enabling Tools are provided on an "as is" "as available" basis.

11. Confidentiality.

- (a) The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and not disclose the Disclosing Party's Confidential Information to any other party without the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is (i) required or necessary to be disclosed pursuant to law, rule or regulation or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process insurance claims; (ii) to KPMG Resources performing the applicable Services, or (iii) in the case of the KPMG Parties, to the KPMG Resources providing internal, administrative, clerical, analytical and/or regulatory compliance operations and functions, and information technology support. The Receiving Party shall protect the Disclosing Party's Confidential Information as it protects its own confidential information but in no event shall use less than reasonable care.
- (b) Upon request after completion of the Services, the Receiving Party will deliver to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information and all copies thereof, except for copies retained in work paper files or records (i.e., engagement documentation), anything that may be stored in back up media or other electronic data storage systems, latent data and metadata.
- (c) If the Receiving Party receives a Legal Demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of such Legal Demand in order to permit it to seek a protective order. The Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.
- (d) In a proceeding or investigation to which we are not a named party or respondent, if you request or we are required or authorized to produce documents or personnel as witnesses or for interviews, or otherwise to make information or materials relating to the Services available to you or a third party, you shall reimburse us for our time, at our standard hourly rates, and expenses, including reasonable attorneys' fees, incurred in responding to such request or requirement.

12. Third-party relationships.

KPMG is a large firm and part of a network of independent Member Firms that provide services to and have business relationships with many different entities, including entities who may have business interests that differ from Client's business interests. In accordance with applicable professional standards, prior to agreeing to provide Services requested by Client based upon the information provided by Client, KPMG will perform an internal search for any potential or actual conflicts of interest with the Services contemplated herein. Where such a potential conflict of interest is identified, KPMG would, subject to confidentiality, disclose the nature of such relationship to Client, including any planned safeguards, and seek Client's consent at such time.

13. Assignment, waiver and severability.

- (a) Subject to Paragraph 10, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Agreement (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any assignment, transfer or delegation in violation hereof shall be null and void.
- (b) Failure of a party to exercise or enforce any of its rights hereunder is not a waiver of such rights.
- (c) In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of that provision is modified to the extent reasonably necessary to reflect the intent of the parties and this Agreement shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.



Standard Terms and Conditions for Advisory and Tax Services

14. Governing law.

The Agreement and all disputes and claims between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction.

15. Alternative dispute resolution.

- (a) Any dispute or claim between the parties shall be submitted first to non-binding mediation. Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the Rules for Non- Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"), with the exception of paragraph 2 (Selecting the Mediator).
- (b) If mediation is not successful within 90 days after the initial request for mediation, then such dispute shall be submitted to binding arbitration in accordance with the IICPR. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, validity or enforceability of these dispute resolution procedures shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (c) Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with Paragraph 6 above shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that such party will file such motion under seal unless prohibited under applicable court rules.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

16. Miscellaneous.

- (a) Independent Contractor. KPMG's relationship with Client is that of an independent contractor and neither party is an agent, distributor or representative of the other. Unless otherwise agreed to by the parties in writing, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- (b) Use of Names and Logos. We may reference you as a customer in our marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, you give us the right to use your logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law.
- (c) Export Control. Each party acknowledges and agrees that it shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide KPMG, or grant KPMG access to, (i) information (including technical data or technology), verbally, electronically, or in hardcopy, (ii) software or (iii) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations, Export Administration Regulations, Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the Export Administration Regulations.
- (d) Non-Solicitation. During the term of the Agreement and for one year thereafter, neither party shall solicit or hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent. This prohibition shall not apply to any offers of employment that result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
- (e) Force Majeure. Except for the obligation of a party to make payments required hereunder, neither party shall be responsible for any delay or failure in performance of any part of this Agreement or the Services to the extent that such delay or failure is caused by reason of a Condition. The Delayed Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Agreement whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Agreement upon written notice to the Delayed Party.



Standard Terms and Conditions for Advisory and Tax Services

- (f) Personnel. KPMG is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the Services KPMG is providing, non-CPA holders may provide the Services under the Agreement.
- (g) Disclaimer. Except as expressly stated in this Agreement, KPMG expressly disclaims and makes no warranties of any kind or nature with respect to the Services or Deliverables, express or implied, including warranties of merchantability, fitness for a particular purpose or use, or non-infringement.
- (h) Order of Precedence. In the event of a conflict between the provisions of these Standard Terms and Conditions for Advisory and Tax Services and the specific provisions in the Engagement Letter, the terms of these Standard Terms and Conditions for Advisory and Tax Services shall control except to the extent the Engagement Letter expressly references the provisions of these Standard Terms and Conditions for Advisory and Tax Services which they modify.

17. Additional terms for engagements involving tax services.

This Section 17 shall apply only to KPMG's performance of tax Services.

- (a) Notwithstanding anything to the contrary set forth herein, no provision in this Agreement is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(3)(i) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax structure of any transaction on which KPMG's services are provided. Client will use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Client expressly permits KPMG and any relevant KPMG Resource involved in provision of Services hereunder to make disclosures required pursuant to IRC sections 6011, 6111 and 6112 and/or similar or analogous requirements of any state or other jurisdiction (domestic or foreign). Client will use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the Internal Revenue Service ("IRS") or to any state or other jurisdiction (domestic or foreign) adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction (domestic or foreign) adopting similar or analogous provisions thereto.
- (c) Unless expressly provided for in the Engagement Letter, KPMG's Services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

18. Additional terms for systems implementation Services.

This Section 18 shall apply only to KPMG's performance of Services related to the implementation of third-party systems or software.

- (a) Client shall accept or reject the Deliverable within ten (10) business days (or such other time period set forth in the Engagement Letter) after delivery (the "Acceptance Period") in accordance with this Section 18(a). If Client determines that the Deliverable does not materially conform to the specifications set forth in the Engagement Letter or agreed to in writing (the "Specifications"), then Client shall provide KPMG with a written notice of rejection specifying the material non-conformities between the Deliverable and the applicable Specifications ("Defects"). KPMG shall, at no additional cost to Client, correct the Defects after which Client shall be entitled to repeat the acceptance process set forth herein (each a "Work-out Period"). If after three Work-Out Periods the Deliverable does not conform in all material respects with the applicable Specifications, then at KPMG's option, KPMG may terminate the Engagement Letter and promptly provide Client with a refund of any amounts paid by Client for the defective Deliverable(s) and Client will promptly return such Deliverable(s) to KPMG. The Deliverables will be deemed accepted if the Client either fails to reject the Deliverables before the end of an Acceptance Period or uses the Deliverables in a production environment. To the extent any accepted Deliverable differs from the applicable Specifications, then such Specifications are hereby deemed modified to conform to the accepted Deliverable.
- (b) KPMG warrants to Client that for a period of ninety (90) days after the final Deliverable has been accepted pursuant to Section 18(a) ("Warranty Period") that Deliverable will conform to its Specifications in all material respects; provided that the foregoing warranty shall not apply to the extent the non-conformity arises out of (i) use of the Deliverable other than in accordance with applicable documentation or instructions, (ii) any modification of the Deliverable not expressly authorized in writing by KPMG, or (iii) the Client Materials. Any claim for breach of warranty arising out of or related to a Deliverable, including under this Agreement, must be made in writing to KPMG within the Warranty Period with respect to that Deliverable. Client's exclusive remedies, and KPMG's entire liability,



Standard Terms and Conditions for Advisory and Tax Services

for any breach of warranty arising out of or related to the Deliverables shall be, at KPMG's option, (A) the repair and replacement of the Deliverable or (B) the refund to Client of the amount paid to KPMG for the Deliverable (in which case Client shall promptly return the Deliverable to KPMG and shall have no further right to use the Deliverable).

19. Entire agreement; Amendment.

This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersedes all other previous and contemporaneous oral and written agreements relating to that subject matter. Any amendments to the Agreement must be made in writing.

Form order – ntcorder

UNITED STATES BANKRUPTCY COURT

District of New Jersey
402 East State Street
Trenton, NJ 08608

Case No.: 24-11840-CMG
Chapter: 11
Judge: Christine M. Gravelle

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Thrasio Holdings, Inc.
85 West Street, 3rd Floor
Walpole, MA 02081

Social Security No.:

Employer's Tax I.D. No.:
86-1968327

NOTICE OF JUDGMENT OR ORDER
Pursuant to Fed. R. Bankr. P. 9022

Please be advised that on May 8, 2024, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 728 – 278

Order Granting Application to Employ KPMG LLP as Tax Consulting and Tax Compliance Services to the Debtors, Effective as of the Petition Date (Related Doc # 278). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 5/8/2024. (mjb)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: May 8, 2024

JAN: mjb

Jeanne Naughton
Clerk

EXHIBIT A

Thrasio Holdings, Inc

Case No. 24-11840

Summary Of Hours and Discounted Fees Incurred By Professional

February 28, 2024 through June 13, 2024

Professional Person	Position & Department	Total Billed Hours	Hourly Billing Rate	Total Compensation
Aaron Shapira	Managing Director - M&A Tax	8.7	\$ 1,284	\$ 11,170.80
Ana Simunovic	Senior Associate - Bankruptcy	7.6	\$ 297	\$ 2,257.20
Becca Banfield	Senior Manager - M&A Tax	9.1	\$ 1,177	\$ 10,710.70
Becky Biwer	Senior Associate - M&A Tax	0.4	\$ 816	\$ 326.40
Brooke Perrone	Managing Director - International Tax	0.8	\$ 1,039	\$ 831.20
Eric Albritton	Senior Manager - M&A Tax	0.6	\$ 1,177	\$ 706.20
Jonny Burgin	Manager - Tax - Economic & Valuation Services	1.8	\$ 986	\$ 1,774.80
Kristen Ngo	Senior Associate - M&A Tax	2.3	\$ 816	\$ 1,876.80
Kristen Ortuso	Partner - Tax - BTS	0.8	\$ 1,005	\$ 804.00
Kyle Clark	Associate - M&A Tax	9.2	\$ 493	\$ 4,535.60
Laura Velez	Associate - Tax - Economic & Valuation Services	1.3	\$ 493	\$ 640.90
Mark Hoffenberg	Principal - M&A - Washington National Tax	0.3	\$ 1,475	\$ 442.50
Michael Campagna	Senior Manager - M&A Tax	8.2	\$ 1,177	\$ 9,651.40
Mila Orobias	Associate - Bankruptcy	4.0	\$ 255	\$ 1,020.00
Ryan Kelly	Principal - M&A Tax	7.4	\$ 1,369	\$ 10,130.60
Ryan Ostrout	Manager - Tax - BTS	0.4	\$ 725	\$ 290.00
Van Godfrey	Senior Manager - M&A Tax	0.8	\$ 1,177	\$ 941.60
Wendy Shaffer	Associate Director - Bankruptcy	10.7	\$ 404	\$ 4,322.80

Hours and Fees at Discounted Rates	74.4	\$ 62,433.50
Total Discounted Fees		\$ 62,433.50
Out of Pocket Expenses		\$ -
Total Fees & Out of Pocket Expenses		\$ 62,433.50
Less Holdback Adjustment (20%)		\$ (12,486.70)
Net Requested Fees & Out of Pocket Expenses		\$ 49,946.80 ⁽¹⁾

Blended Hourly Rate	\$ 839.16
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⁽¹⁾ Per paragraph 26 of the KPMG Retention Application [D.I. 278], prior to the petition date, KPMG received a retainer in the amount of \$990,000.00. With this Court's approval, KPMG intends to apply \$49,946.80 of the remaining retainer balance to satisfy the 80% of fees requested in this First Monthly Fee Application.

EXHIBIT B

Thrasio Holdings, Inc

Case No. 24-11840

Summary of Hours and Discounted Fees Incurred by Category

February 28, 2024 through June 13, 2024

Category	Exhibit	Total	
		Billed Hours	Total Fees Requested
Tax Consulting - Restructuring Services	C1	49.3	\$ 51,913.20
Tax Consulting - Tax Compliance Services	C2	2.0	\$ 1,925.20
Retention Services	C3	19.1	\$ 7,575.10
Fee Preparation Services	C4	4.0	\$ 1,020.00
Total		74.4	\$ 62,433.50

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Laura Velez	02/29/24	0.5 Call with L. Velez, J. Burgin, and K. O'Hara (KPMG) to discuss client comments on draft memorandum (the deliverable) and best approach to address them.	0.5	\$ 493	\$ 246.50
Jonny Burgin	02/29/24	0.5 Call with L. Velez, J. Burgin, and K. O'Hara (KPMG) to discuss client comments on draft memorandum (the deliverable) and best approach to address them.	0.5	\$ 986	\$ 493.00
Laura Velez	02/29/24	Updated, as of 02/29/24, the draft memorandum (the deliverable) based on my conversation with J. Burgin and K. O'Hara (KPMG).	0.5	\$ 493	\$ 246.50
Jonny Burgin	03/01/24	Manager review, as of 03/01/24, of Thrasio memo with focus on updates made by L. Velez (KPMG) concurrently revising- as needed.	0.9	\$ 986	\$ 887.40
Ryan Kelly	03/01/24	0.5 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier (Thrasio) to discuss next steps, as of 03/01/24, regarding the chapter 11 filing including expected future updates to the Tax Attribute Reduction model, transaction cost analysis, and tax claims analysis.	0.5	\$ 1,369	\$ 684.50
Becca Banfield	03/01/24	0.5 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier (Thrasio) to discuss next steps, as of 03/01/24, regarding the chapter 11 filing including expected future updates to the Tax Attribute Reduction model, transaction cost analysis, and tax claims analysis.	0.5	\$ 1,177	\$ 588.50
Aaron Shapira	03/01/24	0.5 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier (Thrasio) to discuss next steps, as of 03/01/24, regarding the chapter 11 filing including expected future updates to the Tax Attribute Reduction model, transaction cost analysis, and tax claims analysis.	0.5	\$ 1,284	\$ 642.00
Becca Banfield	03/01/24	0.2 Call with A. Shapira, R. Banfield (KPMG) to discuss status, as of 03/01/24, of section 382 ownership change study and stock basis analysis.	0.2	\$ 1,177	\$ 235.40
Aaron Shapira	03/01/24	0.2 Call with A. Shapira, R. Banfield (KPMG) to discuss status, as of 03/01/24, of section 382 ownership change study and stock basis analysis.	0.2	\$ 1,284	\$ 256.80
Van Godfrey	03/04/24	(0.6) Call with A. Shapira, V. Godfrey, E Albritton and M. Campagna (KPMG) to discuss workstream status, as of 03/04/24, and process for finalizing stock basis and Section 382 workstreams.	0.6	\$ 1,177	\$ 706.20

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Michael Campagna	03/04/24	(0.6) Call with A. Shapira, V. Godfrey, E Albritton and M. Campagna (KPMG) to discuss workstream status, as of 03/04/24, and process for finalizing stock basis and Section 382 workstreams.	0.6	\$ 1,177	\$ 706.20
Eric Albritton	03/04/24	(0.6) Call with A. Shapira, V. Godfrey, E Albritton and M. Campagna (KPMG) to discuss workstream status, as of 03/04/24, and process for finalizing stock basis and Section 382 workstreams.	0.6	\$ 1,177	\$ 706.20
Aaron Shapira	03/04/24	(0.6) Call with A. Shapira, V. Godfrey, E Albritton and M. Campagna (KPMG) to discuss workstream status, as of 03/04/24, and process for finalizing stock basis and Section 382 workstreams.	0.6	\$ 1,284	\$ 770.40
Kyle Clark	03/04/24	(0.4) Meeting between R. Biwer, and K. Clark (KPMG) to discuss updates, as of 03/04/24, to the Cancellation of Indebtedness Income ("CODI") model that were made in the week prior. Additionally discussed specific methods to make the model less cumbersome and decrease the overall file size to expedite the delivery process for future model iterations.	0.4	\$ 493	\$ 197.20
Becky Biwer	03/04/24	(0.4) Meeting between R. Biwer, and K. Clark (KPMG) to discuss updates, as of 03/04/24, to the Cancellation of Indebtedness Income ("CODI") model that were made in the week prior. Additionally discussed specific methods to make the model less cumbersome and decrease the overall file size to expedite the delivery process for future model iterations.	0.4	\$ 816	\$ 326.40
Jonny Burgin	03/05/24	Revise, as of 03/05/24, the memorandum (the deliverable) based on client comments before sending to the client for review, concurrently verifying that they were accurately made.	0.4	\$ 986	\$ 394.40
Kyle Clark	03/06/24	Update, as of 03/06/24, the fee summary to provide client with updated billing per client's request as of the month's close.	1.1	\$ 493	\$ 542.30
Becca Banfield	03/06/24	0.3 Senior Manager review, as of 06/06/24, of fee summary prepared by K. Clark (KPMG) as requested by Thrasio.	0.3	\$ 1,177	\$ 353.10
Becca Banfield	03/06/24	0.1 Communication with K. Clark (KPMG) regarding go forward to prepare KPMG fee summaries - as requested by Thrasio.	0.1	\$ 1,177	\$ 117.70

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Kyle Clark	03/07/24	Update, as of 03/07/24, the macros in the Excel model that we were using to calculate the various scenarios for the CODI modeling deliverable to improve the calculation time / cut down on the time needed to prepare a deliverable.	2.1	\$ 493	\$ 1,035.30
Ryan Kelly	03/08/24	Partner initial review, as of 03/08/24, of tax treatment of certain costs incurred in connection with the restructuring including lenders costs, legal advisors, financial advisors / tax advisors, concurrently prepare discussion document of transaction costs.	1.5	\$ 1,369	\$ 2,053.50
Ryan Kelly	03/11/24	Call with J. Aronis (Thrasio) to discuss tax work completed to date and additional work that will be need to be completed (1) upon confirmation, (2) for financial reporting, and (3) for tax return filing. Discussion of needed from company.	1.0	\$ 1,369	\$ 1,369.00
Aaron Shapira	03/11/24	(0.4) Thrasio status call, as of 03/11/24, on workstreams amidst bankruptcy with K. Ortuso, A. Shapira, R. Ostrout (KPMG).	0.4	\$ 1,284	\$ 513.60
Michael Campagna	03/12/24	(0.3) Call with A. Shapira and M. Campagna (KPMG) to discuss status, as of 03/12/24, of stock basis memorandums and statement of facts assumptions and representations used in finalizing stock basis analysis.	0.3	\$ 1,177	\$ 353.10
Aaron Shapira	03/12/24	(0.3) Call with A. Shapira and M. Campagna (KPMG) to discuss status, as of 03/12/24, of stock basis memorandums and statement of facts assumptions and representations used in finalizing stock basis analysis.	0.3	\$ 1,284	\$ 385.20
Kyle Clark	03/15/24	Updated shared drive (Orion), as of 3/15/24, for purposes of documenting, centralizing files to facilitate client review / retention of documents.	1.2	\$ 493	\$ 591.60
Aaron Shapira	03/15/24	0.5 Prepare email to be sent to J. Aronis (Thrasio) regarding the expected changes to the Cash Tax model based on new revised financial projections.	0.5	\$ 1,284	\$ 642.00
Becca Banfield	03/15/24	0.4 Estimated, as of 03/15/24, potential cash tax impacts of changes to income projections provided by the company (Thrasio) used in the tax attribute reduction modeling.	0.4	\$ 1,177	\$ 470.80
Becca Banfield	03/15/24	0.4 Prepare schedule of changes to income projections provided by the company (Thrasio) used in the tax attribute reduction modeling.	0.4	\$ 1,177	\$ 470.80
Becca Banfield	03/15/24	0.3 Draft email to R. Kelly (KPMG M&A) regarding a response to Thrasio related to request on estimated cash tax impacts of changes to projected income.	0.3	\$ 1,177	\$ 353.10

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Becca Banfield	03/15/24	0.2 Call with A. Shapira and R. Banfield (KPMG) to discuss estimated impacts of changes to income projections provided by the Thrasio to be used in cash tax modeling.	0.2	\$ 1,177	\$ 235.40
Aaron Shapira	03/15/24	0.2 Call with A. Shapira and R. Banfield (KPMG) to discuss estimated impacts of changes to income projections provided by the Thrasio to be used in cash tax modeling.	0.2	\$ 1,284	\$ 256.80
Kristen Ngo	03/18/24	(0.7) Senior Associate review, as of 03/18/24, of draft ownership change analysis / statement of facts, assumptions, and representations to ensure current assumptions / inputs being used in the current draft analysis are accurate.	0.7	\$ 816	\$ 571.20
Van Godfrey	03/18/24	(0.2) Call with V. Godfrey and K. Ngo (KPMG) to discuss considerations upon reviewing working draft ownership change analysis and discuss updates needed, as of 03/18/24, to the current draft analysis.	0.2	\$ 1,177	\$ 235.40
Kristen Ngo	03/18/24	(0.2) Call with V. Godfrey and K. Ngo (KPMG) to discuss considerations upon reviewing working draft ownership change analysis and discuss updates needed, as of 03/18/24, to the current draft analysis.	0.2	\$ 816	\$ 163.20
Kristen Ngo	03/20/24	(1.2) Continue, as of 03/20/24, Senior Associate review of draft ownership change analysis / statement of facts, assumptions, and representations to ensure current assumptions / inputs being used in the current draft analysis are accurate, concurrently providing comments.	1.2	\$ 816	\$ 979.20
Michael Campagna	03/20/24	Performed Senior Manager review, as of 03/20/24, of statement of facts assumptions / representations used in preparing the stock basis of the Thrasio subsidiaries.	1.1	\$ 1,177	\$ 1,294.70
Laura Velez	03/20/24	Finalized the memorandum (the deliverable) based on email communication with J. Burgin (KPMG) in preparation for uploading to Orion in advance of sharing with client.	0.3	\$ 493	\$ 147.90
Kristen Ngo	03/20/24	(0.2) Meeting with V. Godfrey and K. Ngo (KPMG) to discuss comments upon reviewing working draft ownership change analysis and the statement of facts, assumptions, and representations.	0.2	\$ 816	\$ 163.20
Michael Campagna	03/21/24	Continue, as of 03/21/24, Senior Manager review of statement of facts assumptions / representations used in preparing the stock basis of the Thrasio subsidiaries.	0.8	\$ 1,177	\$ 941.60

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Kyle Clark	04/01/24	Review the KPMG Work in Progress report, as of 04/01/24, for all workstreams, concurrently updating the fee summary for a monthly update as requested by the client.	1.2	\$ 493	\$ 591.60
Michael Campagna	04/10/24	Continue, as of 04/10/24, Senior Manager review of statement facts assumptions / representations, concurrently revising for corrections to detailed information and appendices.	3.6	\$ 1,177	\$ 4,237.20
Aaron Shapira	04/11/24	(0.8) Managing Director review, as of 04/11/24, of stock basis of statement of facts, representations and assumptions.	0.8	\$ 1,284	\$ 1,027.20
Michael Campagna	04/12/24	Call with A. Shapira and M. Campagna (KPMG) to discuss updates, as of 4/12/24, to the draft SFAR.	0.6	\$ 1,177	\$ 706.20
Aaron Shapira	04/12/24	Call with A. Shapira and M. Campagna (KPMG) to discuss updates, as of 4/12/24, to the draft SFAR.	0.6	\$ 1,284	\$ 770.40
Michael Campagna	04/12/24	Update, as of 04/12/24, the draft SFAR for Second Partner review comments.	0.6	\$ 1,177	\$ 706.20
Michael Campagna	04/12/24	Senior Manager review, as of 04/12/24, of Partner comments related to the draft SFAR.	0.3	\$ 1,177	\$ 353.10
Becca Banfield	04/24/24	0.6 Senior Manager review, as of 04/24/24, of fee update prepared by K. Clark (KPMG) as requested by J. Aronis (Thrasio).	0.6	\$ 1,177	\$ 706.20
Ryan Kelly	04/25/24	Review, as of 04/25/24, questions from UCC counsel.	0.7	\$ 1,369	\$ 958.30
Ryan Kelly	04/26/24	Partner review, as of 04/26/24, of Tax model / outputs from modeling as well as finally plan to confirm results of analysis, concurrently prepare for tax call with creditors including preparing answers to questions provided by creditors advisors in advance of call.	1.7	\$ 1,369	\$ 2,327.30
Aaron Shapira	04/26/24	1.4 Managing Director review, as of 04/26/24, of the Cash Tax model that KPMG prepared / issued in January to prepare for call with counsel to discuss results of that model.	1.4	\$ 1,284	\$ 1,797.60
Becca Banfield	04/26/24	1.1 Senior Manager review, as of 04/26/24, of Tax Attribute Reduction / Cash Tax model in preparation for call with unsecured creditor advisors tax analysis, as requested by Province.	1.1	\$ 1,177	\$ 1,294.70

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Ryan Kelly	04/26/24	0.3 Call with M. Hoffenberg, R. Kelly, A. Shapira, R. Banfield (KPMG), A. Sexton, C. Worek, E. Swager (Kirkland & Ellis), J. Aronis (Thrasio), D. Bendetson, W. Buckley (Centerview), E. Brashaw, D. Laton, H. Congleton, D. Radi (Province), K. Erbeznik, D. Mannal (Morrison Foerster), T. Grossman, J. Horgan, M. Ellis (Alix Partners) to discuss questions from the unsecured creditor committee advisors related to the Tax Attribute Reduction and Cash Tax model prepared by KPMG.	0.3	\$ 1,369	\$ 410.70
Mark Hoffenberg	04/26/24	0.3 Call with M. Hoffenberg, R. Kelly, A. Shapira, R. Banfield (KPMG), A. Sexton, C. Worek, E. Swager (Kirkland & Ellis), J. Aronis (Thrasio), D. Bendetson, W. Buckley (Centerview), E. Brashaw, D. Laton, H. Congleton, D. Radi (Province), K. Erbeznik, D. Mannal (Morrison Foerster), T. Grossman, J. Horgan, M. Ellis (Alix Partners) to discuss questions from the unsecured creditor committee advisors related to the Tax Attribute Reduction and Cash Tax model prepared by KPMG.	0.3	\$ 1,475	\$ 442.50
Becca Banfield	04/26/24	0.3 Call with M. Hoffenberg, R. Kelly, A. Shapira, R. Banfield (KPMG), A. Sexton, C. Worek, E. Swager (Kirkland & Ellis), J. Aronis (Thrasio), D. Bendetson, W. Buckley (Centerview), E. Brashaw, D. Laton, H. Congleton, D. Radi (Province), K. Erbeznik, D. Mannal (Morrison Foerster), T. Grossman, J. Horgan, M. Ellis (Alix Partners) to discuss questions from the unsecured creditor committee advisors related to the Tax Attribute Reduction and Cash Tax model prepared by KPMG.	0.3	\$ 1,177	\$ 353.10
Aaron Shapira	04/26/24	0.3 Call with M. Hoffenberg, R. Kelly, A. Shapira, R. Banfield (KPMG), A. Sexton, C. Worek, E. Swager (Kirkland & Ellis), J. Aronis (Thrasio), D. Bendetson, W. Buckley (Centerview), E. Brashaw, D. Laton, H. Congleton, D. Radi (Province), K. Erbeznik, D. Mannal (Morrison Foerster), T. Grossman, J. Horgan, M. Ellis (Alix Partners) to discuss questions from the unsecured creditor committee advisors related to the Tax Attribute Reduction and Cash Tax model prepared by KPMG.	0.3	\$ 1,284	\$ 385.20
Becca Banfield	04/26/24	0.2 Call with A. Shapira and R. Banfield (KPMG) to discuss preparation of estimated fees.	0.2	\$ 1,177	\$ 235.40

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Becca Banfield	04/29/24	0.7 Prepare estimate of fees to be incurred for remaining tax analysis, as requested by J. Aronis (Thrasio).	0.7	\$ 1,177	\$ 823.90
Aaron Shapira	04/29/24	0.3 Email correspondence to KPMG team members (M. Fitzsimmons, R. Gilinsky, M. Campagna, E. Albritton, R. Banfield, C. Fink, R. Kelly, V. Godfrey, D. Yanchik, M. Paich) regarding request to estimate fees for completion of work streams.	0.3	\$ 1,284	\$ 385.20
Becca Banfield	04/30/24	0.6 Research, as of 04/30/24, question posed by C. Worek (Kirkland & Ellis) related to tax treatment of stapled equity recovery for certain creditors.	0.6	\$ 1,177	\$ 706.20
Michael Campagna	04/30/24	0.3 Call with A. Shapira and M. Campagna (KPMG) to discuss estimated time and fees to complete updates to the Thrasio subsidiary stock basis calculations used in KPMG's bankruptcy modelling.	0.3	\$ 1,177	\$ 353.10
Aaron Shapira	04/30/24	0.3 Call with A. Shapira and M. Campagna (KPMG) to discuss estimated time and fees to complete updates to the Thrasio subsidiary stock basis calculations used in KPMG's bankruptcy modelling.	0.3	\$ 1,284	\$ 385.20
Ryan Kelly	04/30/24	0.3 Call with R. Kelly and A. Shapira (KPMG) to discuss response to lender question on Cash Tax model.	0.3	\$ 1,369	\$ 410.70
Aaron Shapira	04/30/24	0.3 Call with R. Kelly and A. Shapira (KPMG) to discuss response to lender question on Cash Tax model.	0.3	\$ 1,284	\$ 385.20
Kyle Clark	05/01/24	Update, as of 05/01/24, fee summary for all workstreams as requested by client to demonstrate fees unbilled to date on retainer.	1.6	\$ 493	\$ 788.80
Ryan Kelly	05/01/24	0.7 Partner review of email from lenders counsel regarding tax reporting position with respect to certain economic entitlements received by lenders, concurrently drafted response to the company / company counsel.	0.7	\$ 1,369	\$ 958.30
Ryan Kelly	05/01/24	0.3 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier, C. Wang, I. Gurrieri (Thrasio), A. Sexton, A. Stephenson (Kirkland & Ellis) to discuss tax treatment of stapled equity in respect to debtor-in-possession loan funding.	0.3	\$ 1,369	\$ 410.70

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services
February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Becca Banfield	05/01/24	0.3 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier, C. Wang, I. Gurrieri (Thrasio), A. Sexton, A. Stephenson (Kirkland & Ellis) to discuss tax treatment of stapled equity in respect to debtor-in-possession loan funding.	0.3	\$ 1,177	\$ 353.10
Aaron Shapira	05/01/24	0.3 Call with R. Kelly, A. Shapira, R. Banfield (KPMG), J. Aronis, D. Janvier, C. Wang, I. Gurrieri (Thrasio), A. Sexton, A. Stephenson (Kirkland & Ellis) to discuss tax treatment of stapled equity in respect to debtor-in-possession loan funding.	0.3	\$ 1,284	\$ 385.20
Becca Banfield	05/03/24	0.8 Prepare estimate of remaining time to be incurred for tax analysis, as requested by J. Aronis (Thrasio), based on feedback from R. Gellinsky and M. Campagna (KPMG).	0.8	\$ 1,177	\$ 941.60
Becca Banfield	05/08/24	0.7 Update, as of 05/08/24, to fee estimate requested by the company for updated fee estimate provided by R. Gilinsky, and V. Godfrey (KPMG).	0.7	\$ 1,177	\$ 823.90
Ryan Kelly	05/13/24	0.4 Call with R. Kelly, A. Shapira, R. Banfield (KPMG) to discuss fee estimate for remaining tax analysis related to bankruptcy emergence transaction, as requested by J. Aronis (Thrasio).	0.4	\$ 1,369	\$ 547.60
Becca Banfield	05/13/24	0.4 Call with R. Kelly, A. Shapira, R. Banfield (KPMG) to discuss fee estimate for remaining tax analysis related to bankruptcy emergence transaction, as requested by J. Aronis (Thrasio).	0.4	\$ 1,177	\$ 470.80
Aaron Shapira	05/13/24	0.4 Call with R. Kelly, A. Shapira, R. Banfield (KPMG) to discuss fee estimate for remaining tax analysis related to bankruptcy emergence transaction, as requested by J. Aronis (Thrasio).	0.4	\$ 1,284	\$ 513.60
Aaron Shapira	05/23/24	Call with J. Aronis (Thrasio Head of Tax) and K. Ortuso, A. Shapira, B. Perrone, G. Burns (KPMG) regarding 2024 reporting considerations in light of the bankruptcy and planned emergence.	0.8	\$ 1,284	\$ 1,027.20
Kyle Clark	06/03/24	Extract, as of 06/03/24, the fee WIP reports for all workstreams, concurrently updating fee summary to provide client with monthly fee update.	1.6	\$ 493	\$ 788.80
Becca Banfield	06/05/24	0.3 Senior Manager review, as of 06/05/24, of fee summary prepared by K. Clark (KPMG M&A).	0.3	\$ 1,177	\$ 353.10
Becca Banfield	06/05/24	0.2 Email correspondence with J. Solivan (Thrasio) on monthly fee update, as requested by J. Solivan (Thrasio).	0.2	\$ 1,177	\$ 235.40

EXHIBIT C1

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Restructuring Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Becca Banfield	06/05/24	0.2 Email correspondence with W. Shaffer and M. Orobias (KPMG) to discuss request from Alix Partners related to fee estimates / escrow amounts.	0.2	\$ 1,177	\$ 235.40
Total Tax Consulting Restructuring Services			<u>49.3</u>		<u>\$ 51,913.20</u>

EXHIBIT C2

Thrasio Holdings, Inc

Case No. 24-11840

Tax Consulting - Tax Compliance Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Ryan Ostrout	03/11/24	(0.4) Thrasio status call, as of 03/11/24, on workstreams amidst bankruptcy with K. Ortuso, A. Shapira, R. Ostrout (KPMG).	0.4	\$ 725	\$ 290.00
Brooke Perrone	05/23/24	Call with J. Aronis (Thrasio - Head of Tax) and K. Ortuso, A. Shapira, B. Perrone, G. Burns (KPMG) regarding 2024 reporting considerations in light of the bankruptcy and planned emergence.	0.8	\$ 1,039	\$ 831.20
Kristen Ortuso	05/23/24	Call with J. Aronis (Thrasio - Head of Tax) and K. Ortuso, A. Shapira, B. Perrone, G. Burns (KPMG) regarding 2024 reporting considerations in light of the bankruptcy and planned emergence.	0.8	\$ 1,005	\$ 804.00
Total Tax Consulting - Tax Compliance Services			<u>2.0</u>		<u>\$ 1,925.20</u>

EXHIBIT C3

Thrasio Holdings, Inc

Case No. 24-11840

Retention Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Ana Simunovic	02/28/24	3.9 Began to drafted Declaration for Thrasio in support of KPMG Retention Application.	3.9	\$ 297	\$ 1,158.30
Ana Simunovic	02/28/24	1.3 Continued, from earlier on 02/28/24, to draft Declaration for Thrasio.	1.3	\$ 297	\$ 386.10
Wendy Shaffer	02/28/24	0.1 Drafted email to E. Swager (K&E) to request information regarding go forward related to Thrasio Chapter 11 filing and request Parties in Interest List.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	02/28/24	0.1 Drafted email to J. Roberts (KPMG OGC) to provide Debtors counsel contact info related to Thrasio matter and determine next steps related to retention.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	02/28/24	0.1 Drafted email to KPMG Thrasio engagement teams to request active EL's to be included in KPMG Declaration with regards to chapter 11 filing.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	02/29/24	0.8 Updates to designated portion of Thrasio Declaration to include data received from KPMG engagement teams as of 2/29.	0.8	\$ 404	\$ 323.20
Wendy Shaffer	02/29/24	0.7 Performed Associate Director review of assigned portion of draft Declaration prepared by A. Simunovic (KPMG) for the Thrasio bankruptcy matter.	0.7	\$ 404	\$ 282.80
Wendy Shaffer	02/29/24	0.2 Drafted email to G. Burns (KPMG) to request data required to be included in KPMG Declaration in Thrasio bankruptcy matter.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	02/29/24	0.2 Updates to Thrasio Declaration based on responses to emails sent to K. Ortuso and G. Burns (KPMG).	0.2	\$ 404	\$ 80.80
Wendy Shaffer	02/29/24	0.1 Communication with K. Ortuso (KPMG) to request additional information related to 2022 tax compliance and consulting letter for inclusion in KPMG Declaration.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/01/24	0.9 Continued, from 2/29, to draft designated portion of Thrasio Declaration.	0.9	\$ 404	\$ 363.60
Ana Simunovic	03/04/24	Prepared initial draft of Thrasio Proposed Order (1.1) and sent copy of same via email to W. Shaffer (KPMG) for review/comment (0.1).	1.2	\$ 297	\$ 356.40
Wendy Shaffer	03/04/24	0.1 Drafted email to T. Chanro (K&E) to perform follow-up related to request for PII List for Thrasio per communication received on 2/28.	0.1	\$ 404	\$ 40.40
Ana Simunovic	03/05/24	Drafted requests to KPMG EMCs to request detailed billing data related to Thrasio Bankruptcy for inclusion in KPMG Declaration.	1.2	\$ 297	\$ 356.40

EXHIBIT C3

Thrasio Holdings, Inc

Case No. 24-11840

Retention Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Wendy Shaffer	03/05/24	0.1 Communication via email with T. Eck (K&E) regarding data to be included in Thrasio Schedules 1&2 related to taxing authorities.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/05/24	0.1 Review of updated 90 day payment info provided by A. Shapira (KPMG) as of 3/5/24.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/06/24	0.9 Updates to Thrasio Declaration to include data received from KPMG engagement teams as of 3/6/24.	0.9	\$ 404	\$ 363.60
Wendy Shaffer	03/06/24	Call with A. Shapira, R. Banfield, and W. Shaffer (KPMG) to discuss information required for Thrasio retention application.	0.3	\$ 404	\$ 121.20
Becca Banfield	03/06/24	Call with A. Shapira, R. Banfield, and W. Shaffer (KPMG) to discuss information required for Thrasio retention application.	0.3	\$ 1,177	\$ 353.10
Aaron Shapira	03/06/24	Call with A. Shapira, R. Banfield, and W. Shaffer (KPMG) to discuss information required for Thrasio retention application.	0.3	\$ 1,284	\$ 385.20
Wendy Shaffer	03/06/24	0.2 Drafted disclosure email to send to KPMG professionals in Thrasio bankruptcy matter per retention requirements.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/06/24	0.2 Email communication with R. Banfield and G. Burns (KPMG) to request discounted rates related to compliance and provision EL for inclusion in Thrasio Declaration.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/06/24	0.1 Updates to chart in Declaration to include rate ranges related to 2024 tax consulting EL provided by R. Banfield (KPMG).	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/06/24	Follow up communication with A. Shapira and R. Banfield (KPMG) regarding additional information required for Thrasio retention application.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/07/24	0.1 Updates to Thrasio Declaration to include details related to KPMG discounted rates provided by G. Burns (KPMG).	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/08/24	0.2 Created Schedule 2 to be included in Thrasio Retention Application.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/08/24	0.2 Drafted email to S. Davidson (K&S) to provide copies of Thrasio documents for review and approval, including comments related to pending items as of 3/8/24.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/11/24	0.5 Review comments from S. Davidson (K&S) related to most current version of Thrasio Declaration and Proposed order and concurrently update.	0.5	\$ 404	\$ 202.00

EXHIBIT C3

Thrasio Holdings, Inc

Case No. 24-11840

Retention Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Wendy Shaffer	03/11/24	0.2 Drafted email to Thrasio Partners and team leads to provide latest drafts of the Thrasio Declaration and Proposed order for review/comments.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/11/24	Updates to Thrasio Declaration based on updated 90 day payment info received from S. Highfill (KPMG) (0.1) and finalized same in preparation to send to Partners/team leads for review/comment (0.1).	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/13/24	0.2 Call with A. Shapiro and W. Shaffer (KPMG) regarding updates, as of 03/13/24, required to paragraphs 20 and 21 in KPMG Thrasio Declaration.	0.2	\$ 404	\$ 80.80
Aaron Shapira	03/13/24	0.2 Call with A. Shapiro and W. Shaffer (KPMG) regarding updates, as of 03/13/24, required to paragraphs 20 and 21 in KPMG Thrasio Declaration.	0.2	\$ 1,284	\$ 256.80
Wendy Shaffer	03/13/24	0.2 Call with S. Davidson (K&S) to walkthrough changes required to Thrasio Declaration related to updated information received as of 3/13/24.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/13/24	0.2 Updates, as of 03/13/24, to Thrasio Declaration based on call with J. Burgin (KPMG).	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/13/24	0.1 Drafted email to R. Kelly (KPMG) to request approval/sign-off related to revised Thrasio Declaration and Proposed Order prior to sending to counsel for filing.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	03/14/24	0.2 Prepared detailed email to T. Chanroo (K&E) to provide copy of latest versions of KPMG's Declaration and Proposed Order as well as related EL's, Schedules and comments regarding outstanding items to be addressed.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/26/24	Review of questions/changes from K&E related to Thrasio Order (0.2) and communication with D. Dennis (KPMG Office of General Counsel) regarding same (0.2).	0.4	\$ 404	\$ 161.60
Wendy Shaffer	03/26/24	Communication with G. Burns (KPMG) to provide details related to K&E questions/requested related to Thrasio Proposed Order and request copy of executed EL with ST&C attached (0.2); Review updated EL from G. Burns engagement with ST&C attached (0.1).	0.3	\$ 404	\$ 121.20
Wendy Shaffer	03/26/24	0.2 Call with M. Waldrep (K&E), W. Shaffer (KPMG) and D. Dennis (KPMG OGC) to request clarification/go forward to address comments related to KPMG Retention Order.	0.2	\$ 404	\$ 80.80

EXHIBIT C3

Thrasio Holdings, Inc

Case No. 24-11840

Retention Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Wendy Shaffer	03/26/24	0.2 Email communication with M. Waldrep (K&E) to communicate/provide full version of requested EL that includes KPMG's ST&C as requested.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	03/27/24	0.2 Review of latest version of Thrasio retention documents sent by M. Waldrep (K&E) and request redline of changes to initial drafts to facilitate review.	0.2	\$ 404	\$ 80.80
Wendy Shaffer	04/02/24	0.1 Drafted email to R. Kelly (KPMG) to provide copy of filed version of Thrasio Retention Application and provide related objection deadline.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	04/18/24	0.1 Begin to draft Supplemental Declaration for Thrasio per direction from US Trustee.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	04/22/24	0.5 Additional updates to Thrasio Supplemental Declaration per D. Dennis (KPMG OGC).	0.5	\$ 404	\$ 202.00
Wendy Shaffer	04/23/24	0.4 Updates to Thrasio Supplemental Declaration per J. Roberts (KPMG OGC) and per data received from KPMG engagement team.	0.4	\$ 404	\$ 161.60
Wendy Shaffer	04/24/24	0.1 Drafted email to J. Roberts (KPMG OGC) to provide latest draft of Thrasio Supplemental Declaration for review/updates.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	06/05/24	0.1 Associate Director review, as of 6/05/24, of Thrasio time details received to date.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	06/05/24	0.1 Respond to email from B. Banfield (KPMG) regarding request from AlixPartners related to estimated fees for Thrasio through 6/13/24 for the POR.	0.1	\$ 404	\$ 40.40
Wendy Shaffer	06/07/24	0.3 Performed Associate Director review, as of 06/07/24, of designated portion of Thrasio exhibits, concurrently drafted review comments.	0.3	\$ 404	\$ 121.20
Wendy Shaffer	06/07/24	0.1 Communication with B. Banfield (KPMG) regarding estimate of fees requested by AlixPartners and next steps, as of 06/07/24.	0.1	\$ 404	\$ 40.40
Total Retention Services			19.1		\$ 7,575.10

EXHIBIT C4

Thrasio Holdings, Inc

Case No. 24-11840

Fee Preparation Services

February 28, 2024 through June 13, 2024

Name	Date	Description	Hours	Rate	Amount
Mila Orobia	04/02/24	0.2 Draft introductory email communication to Thrasio Holding, Inc engagement Partners/Managers to facilitate billings in the bankruptcy court.	0.2	\$ 255	\$ 51.00
Mila Orobia	04/17/24	1.4 Began to set-up Thrasio Holdings exhibits template to be used in fee applications.	1.4	\$ 255	\$ 357.00
Mila Orobia	04/30/24	0.1 Email communication to C. Campbell (KPMG) to review, as of 04/30/24, the draft Thrasio exhibits template to be used in fee application.	0.1	\$ 255	\$ 25.50
Mila Orobia	05/06/24	1.3 Began to prepare exhibit C1 for inclusion in Thrasio 1st monthly fee application.	1.3	\$ 255	\$ 331.50
Mila Orobia	05/13/24	0.3 Draft email communication regarding process / timeline to bill fee statements related to the Thrasio bankruptcy matter in preparation for sending to partners/leads.	0.3	\$ 255	\$ 76.50
Mila Orobia	05/13/24	0.3 Review, as of 05/13/24, the Administrative Fee Order relative to Thrasio's bankruptcy to gain an understanding of the process / timeline to bill fee statements related to the Thrasio Holdings, Inc bankruptcy matter.	0.3	\$ 255	\$ 76.50
Mila Orobia	05/13/24	0.2 Review, as of 05/13/24, Retention Order relative to Thrasio's bankruptcy.	0.2	\$ 255	\$ 51.00
Mila Orobia	05/13/24	0.1 Draft introductory email to Thrasio's counsel to facilitate billings in the Bankruptcy Court.	0.1	\$ 255	\$ 25.50
Mila Orobia	05/28/24	0.1 Email communication to forward bankruptcy time and expense requirement to Thrasio new member of the engagement team.	0.1	\$ 255	\$ 25.50
Total Fee Preparation Services			<u>4.0</u>		<u>\$ 1,020.00</u>

EXHIBIT D

Thrasio Holdings, Inc

Case No. 24-11840

Summary of Out of Pocket Expenses

February 28, 2024 through June 13, 2024

Category	Amount
Airfare	\$ -
Lodging	\$ -
Meals	\$ -
Ground Transportation	\$ -
Miscellaneous	\$ -
Total	\$ -