

RESOLUTION NO. 2023-87

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA  
TO MEMORIALIZE AND APPROVE A MASTER SERVICES AGREEMENT  
AND STATEMENT OF WORK WITH ARETE ADVISORS, LLC

WHEREAS, the Village of Caledonia's email system was compromised in five different mailboxes; and

WHEREAS, the Village of Caledonia was contacted by a party posing as a commonly used vendor to change the payment method from check to automated clearing house (ACH); and

WHEREAS, the Village of Caledonia's actual vendor never received payment that was sent in the amount of \$113,382.16; and

WHEREAS, as soon as Village staff became aware of the fraudulent activity, the Village of Caledonia took immediate steps to file a police report, contact the cyber insurance company, and engage a cyber threat investigation company and cyber legal counsel; and

WHEREAS, the Village of Caledonia engaged Arete Advisors, LLC to examine the scope and scale of the cyber incident and infiltration into the Village's email system; and

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Caledonia, Racine County, Wisconsin, does hereby memorialize and approve the engagement of Arete Advisors, LLC and the Master Services Agreement and Statement of Work, executed by Village staff in accordance with the emergency clause in the purchasing policy, and attached hereto as **Exhibit A**.

NOW BE IT FURTHER RESOLVED, that the Village Administrator and Village staff are authorized to take such actions as may be provided for under the Arete Contract and in furtherance of the intentions of said contract.

8 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of August 2023.

VILLAGE OF CALEDONIA

By: Thomas R. Weatherston  
Thomas R. Weatherston, President

Attest: Joslyn Hoeffert  
Joslyn Hoeffert, Clerk



## EXHIBIT A STATEMENT OF WORK

This Statement of Work (“SOW”), dated July 14, 2023, is entered into pursuant to the Master Services Agreement (“Agreement”), dated July 14, 2023, and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 (“Arete”), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 (“Counsel”), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 (“Client”) (Arete, Counsel, and Client are each a “Party,” and collectively the “Parties”). All capitalized terms not otherwise defined in this SOW shall be defined as set forth in the Agreement.

### I. Services.

Overview: Arete Advisors will perform forensics investigative services including:

- Conduct a forensics analysis to determine scope of attack, whether there was exfiltration of data, and assure a clean bill of health.

#### I. **Incident Response Support**

- Arete will provide support for the overall Investigation effort including recommendations, validation of measures taken, review of architecture and security controls and malware specific mitigation measures.
- Provide client updates and coordination.

#### II. **Forensics Analysis Artifacts and Malware - Logs**

- Arete will perform analysis on the available email logs consisting of message trace logs, unified audit logs, and exchange logs looking for malicious behavioral patterns, evidence of compromise, indications of financial or wire fraud, rule creation, and evidence of access to and/or exfiltration of sensitive data.
- Arete will analyze one (1) email instance for evidence of threat actor behavior. This analysis is limited to one (1) M365 Email Tenant (“Tenant Environment”) or one (1) MS Exchange Server (“Exchange Environment”) only. Additional hours are required for analysis of any environment other than Tenant Environment or Exchange Environment.
- Arete will examine the mailboxes of up to three (3) identified compromised accounts within the Tenant Environment or Exchange Environment for phishing emails and external outbound email transfers. Additional hours are required for examination of activity beyond three (3) instances/transfers/ or accounts, including multiple frauds, multiple accounts, or wire transfers.

#### III. **OPTIONAL - Report of Findings**

- Arete’s analysis will include the production of a forensic update presentation and technical appendix to Client and Counsel, if requested by Counsel, containing the findings of the forensics investigation and security validation.
- Arete will produce a written report for an additional fee, if requested by Counsel.



#### IV. OPTIONAL - Targeted Message Extraction

- Only if requested by counsel, a report will be generated indicating MessageID's that were accessed (if available). Arete will perform a custom extraction to process and export the accessed messages for further review. Flat fee pricing for this service is as follows:
  - 0-50 GB of data: \$1,000
  - 51-100 GB of data: \$2,000
  - 100+ GB of data: custom quote
  - Under flat fee, up to 250 documents will be included for DBAS document review to identify and report on PII/PHI within identified extracted messages.

#### 2. Hourly Rates.

Arete shall perform all work at the **GAIG** discounted rate as detailed below:

Task	Notes	Rate/Hour	Hours Estimate	Task Price	Optional Task	Total with Optional
Business Email Compromise				\$5,900.00		\$5,900.00
OPTIONAL - Report of Findings					\$2,430.00	\$2,430.00
OPTIONAL - Targeted Message Extraction					\$2,000.00	\$2,000.00
Sub Total Labor				\$5,900.00	\$4,430.00	\$10,330.00
Project Management & Administration				\$420.00		\$420.00
	Estimated Labor			\$6,320.00	\$4,430.00	\$10,750.00
	Travel Expense at Cost					TBD if needed
	Estimated Labor Cost			\$6,320.00	\$4,430.00	\$10,750.00
* Estimated Price is a time and materials estimate. Travel and Other Direct Costs (ODC) costs, if specified, are in addition to labor and are generally estimated to be less than 20% of the labor price. Travel hours will be billed at 50% of the labor rate. Our estimate is based upon information known at this time. We will not exceed estimated price without prior client written approval.						

3. Schedule for provision of Services and Deliverables. Work will commence on a mutually agreed upon date. All work to be completed on a time and materials basis shall be accompanied by an estimate.

4. Materials. Arete may purchase equipment, materials, software, and other non-labor items necessary for providing Services under a SOW ("Materials"). The Client and Counsel must first approve the purchase of any such Materials. The ownership of Materials purchased by Arete in connection with the Services performed under the SOW shall be set forth therein.



5. Travel and Expenses. Client, and not Counsel, shall reimburse Arete for pre-approved direct expenses reasonably incurred in connection with the performance of Services (“Expenses”). Arete shall keep records sufficient to substantiate all Expenses claimed.

6. Invoices. Invoices from Arete shall include a summary of all costs, fees, and/or Expenses to be reimbursed by Client. Invoices shall be sent via direct or electronic mail to the following point of contact:

**Client Point of Contact:**

Village of Caledonia 5043 Chester Lane Racine, WI 53402 Attention: Kathy Kasper Email: Kasper1448@gmail.com
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7. Payment. Unless otherwise specified herein, Arete shall submit invoices to Client for Services on a monthly basis. Such invoices shall be supported by appropriate documentation as required by the Client and Counsel. Client shall pay Arete for the Services performed within thirty (30) days of the date of invoice. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

**Payment Obligations:**

Notwithstanding the foregoing, any failure to make such contact or obtain such approval from the Client’s insurance provider shall not provide any limitations to Arete's right to collect payment under this SOW. Similarly, any failure of Client's insurance provider to pay the applicable amounts to Arete, payment shall be Client's sole and exclusive liability and Client shall promptly make any such payments directly to Arete upon a provider's failure to pay.

Please remit payments to:

By Check:	By EFT:
Arete Advisors, LLC	Bank: Bank United N.A.
PO Box 27073	Routing Number: 267090594
Newark, NJ 07101	Account Number 9855408790

Late Payments: Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.



The following Arete point of contact shall be responsible for the billing and collection of payment by Client:

Arete Accounts Receivable  
Arete Advisors, LLC  
4800 T-Rex Avenue, Suite 350  
Boca Raton, FL 33431  
Email: AR@areteir.com

8. Taxes. The pricing set forth herein or otherwise provided by Arete under this Agreement for Services does not include applicable federal and state sales and use taxes (collectively “Taxes”). Arete will include Taxes as a separate line item in its invoice(s) to Client, and Client will pay all Taxes incurred or due under the Project.

**By checking this box, Client confirms it is a tax-exempt organization. Upon providing documentation confirming its tax-exempt status, Arete shall not include applicable taxes upon the Services provided.**

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>106EA9F8AA93459...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>   <p><b>VILLAGE OF CALEDONIA</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>K Kasper</i></span>  <small>89D0DEF9564842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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## MASTER SERVICES AGREEMENT

This Master Services Agreement, together with any related Statements of Work ("Agreement"), date as of July 14, 2023 ("Effective Date"), is entered into by and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 ("Arete"), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 ("Counsel"), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 ("Client") (Arete, Counsel, and Client are each a "Party," and collectively the "Parties"). This Agreement is made for purposes of Arete's provision of services and assistance to Counsel in anticipation of litigation or provision of legal advice to Client.

### RECITALS

**WHEREAS**, Arete is in the business of providing cybersecurity consulting, data breach remediation, digital forensics, cybersecurity compliance, and other cybersecurity services.

**WHEREAS**, from time to time, the Parties may enter into separate Statements of Work, where Arete may provide services for the purpose of enabling Counsel to provide legal advice to Client or to assist Counsel in connection with anticipated litigation. The purpose of this Agreement is to provide a basis for rapid execution of formal contractual agreements executed through the Statements of Work template attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the agreements, representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

### 1. AGREEMENT FRAMEWORK

1.1 **Statements of Work.** This Agreement shall be implemented through one or more Statements of Work ("SOW"). For the purposes of this Agreement, the Party or Parties performing the work under an executed SOW shall be referred to as the Performing Party ("Performing Party"), which in all cases is Arete unless the SOW clearly states otherwise. The Party receiving the work shall be referred to as the Receiving Party ("Receiving Party"), which in all cases is Counsel unless the SOW clearly states otherwise.

1.2 **Requirements.** Each SOW under this Agreement shall become effective only upon execution by an authorized representative of each of the Parties. The Performing Party's services contemplated by this Agreement ("Services") shall be set forth and agreed to in one or more SOW. A SOW shall be deemed an integrated part of this Agreement. Any individual SOW may be terminated without affecting this Agreement or any other SOW. The Parties may agree to modify or amend a SOW by written agreement executed by all Parties. If there are any executed SOW in effect as of the termination of this Agreement, the respective Parties are responsible for the completion of the then-executed Services and delivery of any relevant deliverables, and payment for each of the same, as set forth in such SOW or this Agreement. In the event of any conflict between the terms of this Agreement and a SOW, the terms of this Agreement shall control.



## 2. TERM

2.1 Term of Agreement. This term of this Agreement shall begin on the Effective Date and shall remain in effect until either: (1) the lapse of six months from the first date upon which no SOW under this Agreement is then in effect; or (2) is otherwise terminated in accordance with Section 3 (the “Term”).

2.2 Term of Statements of Work. The term for each SOW executed under this Agreement shall be set forth in each SOW. If a SOW does not include a term, the term of the SOW shall last until the earlier of the Performing Party completes the Services or a Receiving Party elects to terminate the SOW upon notice to the Performing Party.

## 3. TERMINATION

3.1 Termination for Convenience. Any Party may terminate this Agreement, and Receiving Party may terminate any SOW, without cause (at will) upon thirty (30) calendar days written notice to the other party, provided that upon receipt of the notice, the Performing Party shall promptly stop work and wind down its Services as and when instructed by the Receiving Party. The Client, and not Counsel, shall pay for all Services performed by Performing Party through the date of termination. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

3.2 Termination for Cause. In the event of any material breach of this Agreement by a Party, either of the other Parties may terminate this Agreement upon receipt of written notice if the breaching Party fails to cure such breach within thirty (30) calendar days of receiving written notice of the breach (“Cure Period”); provided, however, that this Agreement shall not terminate at the end of the Cure Period if the Party in breach has cured the breach to the reasonable satisfaction of the non-breaching Party prior to the expiration of the Cure Period. This Section 3.2 does not limit termination rights under other Sections of this Agreement.

3.3 Termination for Insolvency. Any Party may terminate this Agreement, and the Performing Party and the Receiving Party may terminate any executed SOW, without notice if any Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies which are dismissed within sixty (60) days), or has a receiver or trustee appointed for substantially all of its property.

3.4 Termination Effect and Charges. No termination fees or penalties shall be payable by any Party in connection with any termination or expiration of this Agreement, any SOW, or the delivery of any Services, in any case in whole or in part, unless a SOW expressly designates a specific fee or expense (“Termination Charge”). Any such Termination Charges shall be each Party’s sole and exclusive liability to the other Parties, and the terminating Party’s sole and exclusive remedy from the other Parties, resulting from the terminating Party’s exercise of its termination rights under this Agreement, and in no event shall a Party be liable for any other fees, penalties, liabilities, losses, costs, damages or expenses with regard to any Party’s termination. Any Termination Charges payable by a Party shall be proportionately reduced to reflect any prior partial terminations.





#### 4. PRICES AND PAYMENT

4.1 Prices. Client shall pay Arete for Services pursuant to the prices and other related terms set forth in each executed SOW. Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

#### 5. RELATIONSHIP BETWEEN PARTIES; NO RECOMMENDATIONS

5.1 Independent Contractor. The relationship between the Parties shall only be that of independent contractors. No Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Parties in any respect whatsoever. Personnel assigned by Performing Party to perform Services hereunder shall at all times remain employees of Performing Party and not employees of Client or Counsel.

5.2 No Partnership or Agency. The Parties hereto have not created a partnership and nothing contained in this Agreement or executed SOW shall be deemed or construed as creating a joint venture or partnership between the Parties, nor create any fiduciary relationship between them for any purpose whatsoever. Each Party agrees that it does not have, nor shall it hold itself out as having, any right, power, or authority to create any contract obligation, express or implied, on behalf of, in the name of, or binding upon the other and agrees not to undertake any action which would tend to mislead anyone in this regard. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of any Party.

5.3 Privileges. The communication of Arete and the Services performed by Arete will be protected, to the fullest extent legally possible, by the attorney-work-product and attorney-client communication privileges. The purpose of the Agreement and the Services performed hereunder is to enable Counsel to render legal advice to Client in anticipation of litigation or in connection with an internal compliance investigation. Accordingly, Arete's communications with Client and Counsel, Arete's work product, and all information and data received from Client or Counsel are covered by attorney-client privilege and/or attorney work product doctrine and shall be treated and regarded as Confidential Information and subject to the confidentiality requirements of Section 14. Arete agrees to work under the direct supervision, instruction and direction of Counsel.

5.4 No Recommendations. It is the policy of Arete that any payment of ransom is a last resort that should be considered only after a rigorous ransom impact assessment has been conducted and it has been determined that the Client has no other reasonable option. To the extent the Services include any ransomware negotiation, obtaining ransomware decryption key or validation of ransomware decryption key, bitcoin or other cryptocurrency payment, or similar ransomware services, Client and Counsel expressly acknowledge and agree that (a) Arete is performing the Services only at the request of and at the direction of Client and Counsel, (b) Arete's actions are solely for the facilitation of Services requested by Client and Counsel and (c) in no circumstances is Arete providing guidance, advice or recommendations to Client or Counsel related to Client's determination in how to respond to ransom requests and/or whether or how to pay any ransom requests.



## 6. ASSIGNMENT AND SUBCONTRACTING

6.1 Assignment. This Agreement shall be binding on, and for the benefit of, the Parties and their respective permitted successors and assigns. No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Parties, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this Section 6.1.

6.2 Subcontractors. Performing Party may perform its obligations hereunder using one or more subcontractors, provided that the Performing Party remains responsible for the performance of such obligations in accordance with this Agreement and any executed SOW. Where Performing Party engages a subcontractor, the Performing Party shall ensure that the subcontractor adheres to the standards for protection of the Receiving Party's or Client's data as set forth in this Agreement.

## 7. INTELLECTUAL PROPERTY

7.1 Work Product. Subject to this Section 7, work product resulting from the Services performed by the Performing Party shall be the sole and exclusive property of Receiving Party.

7.2 Proprietary Materials. Performing Party may utilize in its performance of the Services its proprietary software programs and source code, ideas, concepts, trade secrets, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Performing Party (either before or during the provision of Services) or that have been purchased by or licensed to Performing Party, and/or any other concept, compilation or process eligible for federal copyright or patent protection (collectively, the "Performing Party Proprietary Materials"). Receiving Party and Client agree that Performing Party shall retain sole and exclusive right, title, and interest in and to all Performing Party Proprietary Materials. Receiving Party may: (i) modify existing Performing Party workflows; (ii) utilize enhanced Performing Party workflows developed by Performing Party; or (iii) develop new source code and computer programs (collectively, "Customized Code") to automate Services at the indicated cost, however, neither Receiving Party nor its Client shall own or have any rights to the Customized Code created or customized by Performing Party in performance of the Services other than as expressly set forth under this Section. If applicable, Performing Party shall be billed for the time to create or customize Customized Code used to enhance the Services being provided to Client. Additionally, Performing Party is under no obligation to support, upgrade, or otherwise maintain Customized Code unless otherwise expressly agreed in writing between the parties and subject to additional fees as agreed. Customized Code shall be licensed to the Receiving Party or Client under the same licensing terms, conditions and restrictions of any software license agreement between Receiving Party and Performing Party with which such Customized Code is utilized.

7.3 Trademarks. No Party shall use any service mark or trademark of the other Parties, or refer to any other Party in connection with any product, equipment, promotion, or publication without the prior written consent of the applicable Party.



## 8. NON-EXCLUSIVITY

This Agreement is not exclusive. Each Party reserves the right to contract with other firms, companies, partnerships, individuals, or any other entities during the Term of this Agreement and thereafter to provide or procure services of any kind, including services similar to the Services performed by the Performing Party hereunder.

## 9. DISCLAIMER OF WARRANTIES; WAIVER

9.1 Warranties. *Performing Party warrants that its personnel are adequately trained and competent to perform the Services, and the Services shall be performed in a professional manner in accordance with the applicable SOW and this Agreement. Except as expressly stated in this Agreement, Performing Party (including its affiliates, subcontractors and agents) and each of their respective employees, directors and officers makes no express or implied warranties with respect to any of the products, Services or customer reports, including but not limited to, any warranty of merchantability, fitness for a particular purpose, performance, suitability or non-infringement, or any warranty relating to third-party purchases.*

## 10. INDEMNIFICATION

10.1 Indemnify. Each Party each agrees to indemnify, defend and hold harmless the other Parties and their affiliates, directors, officers, partners, counsel and of-counsel, associates, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) (collectively, "Losses") they may suffer as the result of third party actions, judgments, claims, suits, or demands against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent that such Losses result from or arise out of: (i) the gross negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the Other Party Indemnitees to comply with applicable laws; or (iii) any breach of this Agreement by the Other Party Indemnitees. The indemnified Party agrees to promptly notify the indemnifying Party in writing of any indemnifiable claim and give such indemnifying Party the opportunity to defend or negotiate a settlement of any such claim, at such indemnifying Party's expense, in defending or settling such claim. Notwithstanding the foregoing, the indemnified Party may, at its own expense, assist in such defense if it so chooses. This Section 10.1 shall survive any expiration or termination of this Agreement.



10.2 Company Data. Each Party retains responsibility for compliance with all laws, regulations, or other authorities governing any data, information, materials, software, or other items of any nature provided by such Party to the other Parties in connection with this Agreement, or to which a Party provides access or authorizes the other Parties to access in connection with this Agreement (such data of Client, “Company Data”). Each Party represents and warrants that it has sufficient rights under applicable law to permit the other Parties to access, use or otherwise process any personal data it makes available to such other Parties. Counsel and Client will provide Performing Party with access and use of Company Data to the extent required to perform the Services under this Agreement or applicable SOW.

## 11. LIMITATION OF LIABILITY

11.1 General Liability. *Absent gross negligence or intentionally harmful acts on the part of a Party, in no event shall any Party’s aggregate liability (including any liability of its affiliates, or its or their directors, partners, counsel or of-counsel, associates, officers, employees, shareholders, vendors, subcontractors, representatives and agents) for damages arising under or in relation to this Agreement exceed the total amount paid or payable by Client under the Agreement, however caused, regardless of whether arising under contract, tort (including negligence), strict liability or otherwise, and regardless of whether such party knew, had reason to know or should have known of the possibility of such damages. This Section does not limit any Party’s indemnification obligations or any liability arising from a breach of the confidentiality provisions contained in Section 14 of this Agreement.*

11.2 Performance Liability. *Without limiting the generality or applicability of the foregoing, and absent a written disclaimer on that limitation set forth in an applicable SOW, Receiving Party shall not seek, and Performing Party shall not be liable for, any damages arising from or in relation to any actual or alleged failure by Performing Party to: (a) detect or identify any security or network threats to or vulnerabilities of Client’s networks or other facilities, assets, or operations; (b) prevent intrusions into or any damage to Client’s networks or other facilities, assets, or operations; or (c) meet or help Client meet any industry standard or any other requirements, including the payment card industry data security standard. In no event shall this Section 11.2 be deemed to have failed of its essential purpose, and Client shall not allege or claim the foregoing.*

11.3 Inherent Risk. Both Receiving Party and Client acknowledge and agree that, due to the nature of the Services, the provision of Services may cause, and Performing Party is not liable for, any disruptions of and/or damage to the information systems, or the information and data contained therein, of the Receiving Party, Client or any other third party. This includes any or all of the following:

1. loss or corruption of data;
2. denial of service resulting in downtime or loss of network connectivity in or at facilities, servers, workstations, network appliances, web applications, and web sites owned or operated by the Receiving Party, Client, or other third party;
3. the corruption of any server or workstation operating system;



4. the potential loss of data in the event that Performing Party determines that performance of its Services requires reload or reinstallation of an operating system on any server, workstation, or other appliance;
5. access to corporate user accounts;
6. viewing of data on network including email traffic, web traffic, and file transfer traffic;
7. any potential impact to production systems resulting in transaction loss; or
8. the potential compromise of any computer, server, workstation, or other system resulting from work performed by the Performing Party that may make any such device vulnerable to attack.

## 12. EXCLUSION OF CONSEQUENTIAL DAMAGES

*In no event shall any Party or their affiliates, or its affiliates, directors, partners, counsel or of-counsel, associates, officers, shareholders, employees, representatives and agents, vendors, subcontractors, be liable for any consequential, indirect, punitive, incidental or other special damages of any kind arising under or in relation to this Agreement, however caused, including loss of profits or revenue, work interruption, loss of data, increased cost of work, or any claims or demands against it by any other entity, regardless of whether arising under contract, tort (including negligence), strict liability or otherwise, and regardless of whether such party knew, had reason to know or should have known of the possibility of such damages. In no event shall this Section 12 be deemed to have failed of its essential purpose, and neither party shall allege or claim the foregoing. This Section does not limit any Party's indemnification obligations or any liability arising from a breach of confidentiality.*

## 13. COLLABORATION

13.1 Cooperation. Client agrees to comply with all reasonable requests from Performing Party that are necessary for it to perform the Services and to provide access to all documents, artifacts, systems, networks, computers, and any other Client information reasonably necessary for Performing Party to perform its duties under this Agreement. In providing Performing Party with access to such documents, artifacts, systems, networks, computers, and any other Client information, Counsel acknowledges and represents that it has the authority to provide Performing Party and, where applicable, its subcontractors with such access. Performing Party shall be entitled to rely upon any instructions by Counsel regarding this Agreement or the Services performed under any SOW. Performing Party agrees to comply with reasonable requests of Counsel in order for Performing Party to perform its duties under this Agreement. Client further acknowledges and agrees that in connection with a ransomware negotiation, it may be necessary to provide encrypted file samples to a third party to determine "proof of life" or proof of decryption capability. These files could contain personal data for which Client is solely responsible. By granting permission to Arete to upload encrypted file samples in connection with proof of life decryption validation, Client agrees to indemnify, defend, and hold harmless Arete as set forth in Section 10.1.

13.2 Reasonable Efforts. Performing Party agrees to use good faith and commercially reasonable efforts to avoid any damage to the information systems or data of Client or any third party, and, if possible, to provide Client and Counsel with advance notice of any activity for which there is a reasonable likelihood that such systems or data could be damaged.



## 14. CONFIDENTIAL INFORMATION

14.1 Identification. The party disclosing Confidential Information or otherwise deemed the owner of the Confidential Information is the conveyor (“Conveyor”) and the party receiving Confidential Information is the recipient (“Recipient”).

14.2 Confidential Information. For the purpose of this Agreement, confidential information means information relating to the Conveyor or its current or proposed business, Client’s data, including, but not limited to, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, hardware, methods, analyses, strategies, marketing plans, business plans, Derivative Materials (defined below), and other confidential information, whether provided or accessed orally, in writing, or by any other media, that was or will be provided or shown to, or obtained by, the Recipient. Confidential information also includes any information that is conspicuously marked or otherwise identified as confidential or proprietary at the time of disclosure; or should reasonably be understood by the Recipient to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure (collectively, “Confidential Information”). Arete will be providing Services under the direction of Counsel as legal counsel to Client in anticipation of litigation or other legal proceedings, and/or for the purpose of assisting Counsel in providing legal advice or related legal services to Client, Arete shall cooperate with Counsel in protecting the Parties' communications and work product from disclosure under the attorney-client privilege, work product doctrine or other applicable privileges or protections. If in the course of examination of computers, telephones, or other electronic devices, digital storage media or other electronic media, software content or materials in any format, Arete observes or otherwise encounters what it believes to be illegal contraband, including but not limited to child pornography, Arete reserves the right to disclose such materials and all facts concerning such materials and discovery to civil and/or criminal law enforcement authorities, with or without prior notice to Client or Client’s legal counsel.

14.3 Derivative Materials. For the purpose of this Agreement, derivative materials mean all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of Confidential Information (the “Derivative Materials”).

14.4 Notification. The Conveyor shall identify Confidential Information disclosed orally within three (3) days of disclosure. The Conveyor’s failure to identify information as Confidential Information is not an acknowledgment or admission by the Conveyor that that information is not confidential, and is not a waiver by the Conveyor of any of its rights with respect to that information



14.5 Permitted Use and Disclosure. Recipient shall use Confidential Information only for the purpose of, and in connection with, (i) where Arete is the Recipient, to perform Services under the Agreement; and (ii) where Client and Counsel are the Recipients, to receive the benefit of the Services under this Agreement. Recipient may disclose Confidential Information to its directors, officers, employees, contractors, advisors, and agents (collectively, “Representatives”), so long as such individuals have a need to know in their work for Recipient in furtherance of the potential or continued business transaction or relationship and are bound by obligations of confidentiality at least as restrictive as those imposed on Recipient in this Agreement.

14.6 No Reverse Engineering. The Recipient or its representatives may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Conveyor’s Confidential Information and that are provided to the Recipient under this Agreement.

14.7 Protection Period. The Recipient shall, and shall require its Representatives to, maintain the confidentiality and security of the Conveyor’s Confidential Information until the earlier of: (i) such time as all Confidential Information of the Conveyor disclosed under this Agreement becomes publicly known and is made generally available through no action or inaction of the Recipient or (ii) the fifth anniversary of the disclosure. However, to the extent that the Conveyor has disclosed information to the Recipient that constitutes a trade secret under law, the Recipient shall protect that trade secret for as long as the information qualifies as a trade secret.

14.8 Data Protection. Notwithstanding Section 10.2, Performing Party agrees and acknowledges that in the course of performing the Services it may possess in systems at Receiving Party’s facility electronically stored information (“Stored Information”) that satisfies the definition of Confidential Information. Performing Party agrees to use commercially reasonable efforts to protect such information from the access or acquisition of such data by an unauthorized third party. To the extent that the Performing Party utilizes the services of a subcontractor, Performing Party acknowledges that this Section 14 applies equally to any subcontractor and Performing Party warrants that any subcontractor will possess a level of security and data protection equal to the Performing Party.

14.9 Irreparable Harm. The Parties acknowledge that the Confidential Information under this Agreement may constitute unique, valuable and special trade secret and business information of the Conveyor, and that disclosure thereof may cause irreparable injury to the Conveyor. Accordingly, the Parties acknowledge and agree that monetary damages may not be adequate in the event of a default of this Section 14 by the Recipient and, therefore, that the Conveyor may be entitled to injunctive or other affirmative relief and/or to terminate this Agreement, without such constituting an election of remedies.

14.10 Return of Confidential Information. If a Conveyor requests, the Recipient shall, and shall cause each Recipient Representative to promptly (and no later than thirty (30) days after the request) return all Confidential Information to the Conveyor and destroy all Derivative Material and, within thirty (30) days of this destruction, provide a written certificate to the Conveyor confirming this destruction.



**14.10.1 Data Retention and Deletion for Incident Response Engagements.** In addition to any request made under Section 14.9 by Client as Conveyor for return and destruction of data, Client otherwise understands and agrees that Client data for incident response engagements will be maintained by Arete until thirty (30) days after the forensic investigation report is delivered to Counsel (or Client if no Counsel) or if no report is requested, thirty (30) days after the final forensics update call, at which time Arete will provide written notice to Counsel of project closure and the deadline to request return of data. After thirty (30) days, Arete will no longer be responsible for Client data and will have it deleted.

**14.10.2 Data Retention and Deletion for Data Mining Breach Notification Services Engagements.** In addition to any request made under Section 14.9 by Client as Conveyor for the return and destruction of data, Client otherwise understands and agrees that Client data for data mining breach notification services engagements will be maintained by Arete for sixty (60) days after the breach notification report is delivered to Counsel for Client as the project is complete. After sixty (60) days, data hosting charges will apply in accordance with the monthly per gb rate stated in the SOW.

14.11 Confidential Information Exclusions.

The obligations and restrictions of this Agreement do not apply to that part of the Confidential Information (excluding personal data) that the Recipient demonstrates:

- (a) was or becomes generally publicly available other than as a result of a disclosure by the Recipient in violation of this Agreement;
- (b) was or becomes available to the Recipient on a nonconfidential basis before its disclosure to the Recipient by the Conveyor, but only if:
  - (i) the source of such information is not bound by a confidentiality agreement with the Conveyor or is not otherwise prohibited from transmitting the information to the Recipient or a Recipient Representative by a contractual, legal, fiduciary, or other obligation; and
  - (ii) the Recipient provides the Conveyor with written notice of such prior possession either: (A) before the execution and delivery of this Agreement or (B) if the Recipient later becomes aware (through disclosure to the Recipient) of any aspect of the Confidential Information as to which the Recipient had prior possession, promptly on the Recipient so becoming aware; or
- (c) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, unless prohibited by law, the Recipient shall:





- (i) provide the Conveyor with prompt notice of any such request or requirement before disclosure so that the Conveyor may seek an appropriate protective order or other appropriate remedy; and
- (ii) provide reasonable assistance to the Conveyor in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Conveyor grants a waiver under this Agreement, then the Recipient may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Conveyor, the Recipient is legally compelled or otherwise required to disclose. The Recipient shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed;

- (d) or was developed by the Recipient independently without breach of this Agreement.

Notwithstanding any of the foregoing confidentiality provisions or other provisions herein to the contrary, Client and Counsel hereby agrees that any digital storage devices provided to Arete for examination or analysis may have previously existing damage or defects for which Arete is not responsible, and for which Arete assumes no liability. If at any time Arete becomes aware of or have reason to believe that any digital storage devices provided or made available to Arete contain contraband, for example contraband images, which we reasonably believe are unlawful to possess, we reserve the right to inform appropriate authorities.

## 15. LEGAL COMPLIANCE

To the extent the Services include any ransomware negotiation, obtaining ransomware decryption key or validation of ransomware decryption key, bitcoin or other cryptocurrency payment, or similar ransomware services, Arete will perform any applicable diligence required by the Office of Foreign Assets Control of the US Treasury Department, including utilizing the Specialty Designated Nationals and Blocked Persons List, and Arete will also perform any applicable diligence required of a Money Services Business by the Financial Crimes Enforcement Network, including utilizing Suspicious Activity Reports as part of its AML program. Notwithstanding the foregoing, Arete's obligations under this Section shall be limited to performing the applicable diligence, and any reporting required of it under applicable law. Any reporting obligations to the United States Federal Bureau of Investigations or any other obligations or compliance matters shall be the sole and exclusive obligation of Counsel and Client, and Client shall indemnify, defend and hold harmless Arete and its agents and representatives from any Losses resulting from the same.



## 16. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement, along with any SOW executed and incorporated herein by reference, contains the entire understanding and agreement between the Parties relating to the Services or the subject matter hereof, and supersedes all prior and collateral understandings, and agreements, if any, between the Parties (in any form, including written or oral). Each Party acknowledges and agrees that no representations, inducements, promises, understandings or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, that is not contained in this Agreement, and that no other representation, inducement, promise, understanding or agreement not contained in this Agreement or subsequent SOW executed under this Agreement will be valid or binding. This Agreement is not subject to change or modification except by written agreement signed by the Parties.

## 17. GOVERNING LAW

17.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the laws applicable therein, without reference to its principles of conflict of laws. All controversies or disputes arising out of this Agreement shall be heard in either the State of Florida courts residing in Palm Beach County, Florida or the U. S. District Court for the Southern District of Florida.

17.2 Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, all disputes, controversies or claims between the Parties arising under or in relation to this Agreement (a "Dispute") shall be settled, to the extent possible, by good faith negotiations within thirty (30) calendar days following a request by either Party for resolution of a Dispute.

## 18. PUBLICITY

Any publicity or advertising in connection with the subject matter of this Agreement or executed SOW proposed by a Party shall be subject to the prior written approval of the other Parties, as applicable.

## 19. FORCE MAJEURE

No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same arises from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion ("Force Majeure Event"). The affected Party shall notify the other Parties of such Force Majeure Event as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such event. If the period of nonperformance due to a Force Majeure Event exceeds three (3) calendar days from receipt of the notice of the Force Majeure Event, then the non-affected Parties may terminate this Agreement immediately upon written notice to the affected Party.



## **20. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be ineffective only to the extent of such invalidity or unenforceable, and the remaining provisions of this Agreement shall not be affected thereby, and each such remaining provision of this Agreement will continue in full force and effect without being impaired or invalidated in any way.

## **21. NON-WAIVER**

The failure of a Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Parties shall not be deemed a waiver of that term, covenant, or condition. No Party's failure or neglect to enforce any of the rights under this Agreement will be deemed a waiver of that Party's rights.

## **22. SURVIVAL**

All provisions that logically ought to survive termination of this Agreement shall survive.

## **23. NOTICES**

Any notices required to be given under this Agreement by a Party to the others shall be in writing and shall be sent as follows (and shall be deemed to have been duly given as indicated in parenthesis in the following): (a) personally served (at the time of delivery); (b) pre-paid nationally recognized overnight courier service with evidence of receipt required for delivery (upon receipt as indicated by such evidence of receipt); (c) registered or certified mail, return receipt requested, postage prepaid (upon receipt, as indicated by such return receipt); or (d) e-mail with evidence of receipt and followed by delivery of a copy of the notice by first class mail (upon receipt); in all such cases addressed to the Parties at the addresses set forth below. Either Party may change its address to which said notice shall be delivered by giving written notice of such change to the other Party, as herein provided



Notice shall be provided to:

<p>Notices to Arete shall be sent to:</p> <p>Arete Advisors, LLC          4800 T-Rex Avenue, Suite 350          Boca Raton, FL 33431          Attention: Evelyn Minnick          Email: eminnick@areteir.com</p>	<p>Notices to Counsel shall be sent to:</p> <p>Thompson Hine LLP          3900 Key Center, 127 Public Square          Cleveland, OH 44114          Attention: Steve Stransky          Email: Steve.Stransky@ThompsonHine.com</p>
<p>Notices to Client shall be sent to:</p> <p>Village of Caledonia          5043 Chester Lane          Racine, WI 53402          Attention: Kathy Kasper          Email: Kasper1448@gmail.com</p>	

#### 24. INTERPRETATION

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Each Party hereto has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and consequently this Agreement shall be interpreted without reference to any rule or precept of law to the effect that any ambiguity in a document be construed against the drafter.

#### 25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement. Signatures delivered by email or facsimile shall be effective.

#### 26. ELECTRONIC SIGNATURES

The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>106EA9FBAA93459...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>          <p><b>VILLAGE OF CALEDONIA</b></p>       <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Kathy Kasper</i></span>  <small>80D0DEF8504842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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## EXHIBIT A STATEMENT OF WORK

This Statement of Work (“SOW”), dated July 14, 2023, is entered into pursuant to the Master Services Agreement (“Agreement”), dated July 14, 2023, and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 (“Arete”), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 (“Counsel”), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 (“Client”) (Arete, Counsel, and Client are each a “Party,” and collectively the “Parties”). All capitalized terms not otherwise defined in this SOW shall be defined as set forth in the Agreement.

### 1. Services.

Overview: Arete Advisors will perform forensics investigative services including:

- Conduct a forensics analysis to determine scope of attack, whether there was exfiltration of data, and assure a clean bill of health.

#### **I. Incident Response Support**

- Arete will provide support for the overall Investigation effort including recommendations, validation of measures taken, review of architecture and security controls and malware specific mitigation measures.
- Provide client updates and coordination.

#### **II. Forensics Analysis Artifacts and Malware - Logs**

- Arete will perform analysis on the available email logs consisting of message trace logs, unified audit logs, and exchange logs looking for malicious behavioral patterns, evidence of compromise, indications of financial or wire fraud, rule creation, and evidence of access to and/or exfiltration of sensitive data.
- Arete will analyze one (1) email instance for evidence of threat actor behavior. This analysis is limited to one (1) M365 Email Tenant (“Tenant Environment”) or one (1) MS Exchange Server (“Exchange Environment”) only. Additional hours are required for analysis of any environment other than Tenant Environment or Exchange Environment.
- Arete will examine the mailboxes of up to three (3) identified compromised accounts within the Tenant Environment or Exchange Environment for phishing emails and external outbound email transfers. Additional hours are required for examination of activity beyond three (3) instances/transfers/ or accounts, including multiple frauds, multiple accounts, or wire transfers.

#### **III. OPTIONAL - Report of Findings**

- Arete’s analysis will include the production of a forensic update presentation and technical appendix to Client and Counsel, if requested by Counsel, containing the findings of the forensics investigation and security validation.
- Arete will produce a written report for an additional fee, if requested by Counsel.



#### IV. OPTIONAL - Targeted Message Extraction

- Only if requested by counsel, a report will be generated indicating MessageID's that were accessed (if available). Arete will perform a custom extraction to process and export the accessed messages for further review. Flat fee pricing for this service is as follows:
  - 0-50 GB of data: \$1,000
  - 51-100 GB of data: \$2,000
  - 100+ GB of data: custom quote
  - Under flat fee, up to 250 documents will be included for DBAS document review to identify and report on PII/PHI within identified extracted messages.

#### 2. Hourly Rates.

Arete shall perform all work at the **GAIG** discounted rate as detailed below:

Task	Notes	Rate/Hour	Hours Estimate	Task Price	Optional Task	Total with Optional
Business Email Compromise				\$5,900.00		\$5,900.00
OPTIONAL - Report of Findings					\$2,430.00	\$2,430.00
OPTIONAL - Targeted Message Extraction					\$2,000.00	\$2,000.00
Sub Total Labor				\$5,900.00	\$4,430.00	\$10,330.00
Project Management & Administration				\$420.00		\$420.00
	Estimated Labor			\$6,320.00	\$4,430.00	\$10,750.00
	Travel Expense at Cost					TBD if needed
	Estimated Labor Cost			\$6,320.00	\$4,430.00	\$10,750.00
* Estimated Price is a time and materials estimate. Travel and Other Direct Costs (ODC) costs, if specified, are in addition to labor and are generally estimated to be less than 20% of the labor price. Travel hours will be billed at 50% of the labor rate. Our estimate is based upon information known at this time. We will not exceed estimated price without prior client written approval.						

3. Schedule for provision of Services and Deliverables. Work will commence on a mutually agreed upon date. All work to be completed on a time and materials basis shall be accompanied by an estimate.

4. Materials. Arete may purchase equipment, materials, software, and other non-labor items necessary for providing Services under a SOW ("Materials"). The Client and Counsel must first approve the purchase of any such Materials. The ownership of Materials purchased by Arete in connection with the Services performed under the SOW shall be set forth therein.



5. Travel and Expenses. Client, and not Counsel, shall reimburse Arete for pre-approved direct expenses reasonably incurred in connection with the performance of Services (“Expenses”). Arete shall keep records sufficient to substantiate all Expenses claimed.

6. Invoices. Invoices from Arete shall include a summary of all costs, fees, and/or Expenses to be reimbursed by Client. Invoices shall be sent via direct or electronic mail to the following point of contact:

**Client Point of Contact:**

Village of Caledonia 5043 Chester Lane Racine, WI 53402 Attention: Kathy Kasper Email: Kasper1448@gmail.com
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7. Payment. Unless otherwise specified herein, Arete shall submit invoices to Client for Services on a monthly basis. Such invoices shall be supported by appropriate documentation as required by the Client and Counsel. Client shall pay Arete for the Services performed within thirty (30) days of the date of invoice. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

**Payment Obligations:**

Notwithstanding the foregoing, any failure to make such contact or obtain such approval from the Client’s insurance provider shall not provide any limitations to Arete's right to collect payment under this SOW. Similarly, any failure of Client's insurance provider to pay the applicable amounts to Arete, payment shall be Client's sole and exclusive liability and Client shall promptly make any such payments directly to Arete upon a provider's failure to pay.

Please remit payments to:

By Check:	By EFT:
Arete Advisors, LLC	Bank: Bank United N.A.
PO Box 27073	Routing Number: 267090594
Newark, NJ 07101	Account Number 9855408790

Late Payments: Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.





The following Arete point of contact shall be responsible for the billing and collection of payment by Client:

Arete Accounts Receivable  
Arete Advisors, LLC  
4800 T-Rex Avenue, Suite 350  
Boca Raton, FL 33431  
Email: AR@areteir.com

8. Taxes. The pricing set forth herein or otherwise provided by Arete under this Agreement for Services does not include applicable federal and state sales and use taxes (collectively "Taxes"). Arete will include Taxes as a separate line item in its invoice(s) to Client, and Client will pay all Taxes incurred or due under the Project.

**By checking this box, Client confirms it is a tax-exempt organization. Upon providing documentation confirming its tax-exempt status, Arete shall not include applicable taxes upon the Services provided.**

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>108EA9FBAA93469...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>    <p><b>VILLAGE OF CALEDONIA</b></p>   <p>Signed: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Kathy Kasper</i></span>  <small>80D0DEF9564842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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