



E & A CONSULTING GROUP, INC.

Engineering Answers

701 O Street, Suite 400 • Lincoln, NE 68508-1433
P 402.420.7217
www.eacg.com

5/3/2023

Jill Koop
Olympus Pines, LLC
6211 Highland Drive
Salt Lake City, UT 84121

RE: Proposal for Professional Services
NPDES Monitoring and Reporting
Tommy's Car Wash, Lincoln, NE
E&A Project # 2022.184.003

Dear Jill,

Thank you for providing E & A Consulting Group, Inc. (E&A) the opportunity to provide you a proposal for professional services for the above referenced project. The following sections detail our understanding of the project, proposed scope of services, and fee compensation for your review and consideration.

PROJECT DESCRIPTION

The project consists of providing site monitoring and reporting for compliance with the National Pollutant Discharge Elimination System (NPDES) Construction Authorization Permit issued for Tommy's Car Wash located at 3255 N.85th Street, Lincoln, NE.

SCOPE OF SERVICES

SEDIMENT AND EROSION CONTROL MONITORING AND REPORTING

- A. E&A will provide inspection and reporting services as required by the NPDES Construction Authorization Permit, including:
 1. Coordinate and communicate with the Client, including inspection reports, project updates, meeting minutes, and any changes to the SWPPP documents.
 2. Set up project reporting files on E&A's website and the State of Nebraska reporting portal.
 3. Supply and Install (1) SWPPP sign on-site.
 4. Conduct weekly site inspections as required by conditions of the NPDES permit until a 70% density of the permanent ground cover has been established and permit closure approved.
 5. Complete inspection reports and upload them to the reporting portals listed above.

- B. Upon establishment of adequate permanent ground cover, E&A will file a notice of Termination with NDEE.

FEES AND EXPENSES

For services outlined above, the Client agrees to pay the E&A in the amounts shown below for each scope of work authorized and completed. Payment of fees shall be made on a monthly basis as work progresses.

Task	Description	Type	Fee
1	Project File Set-up and Sign Install	One-time	\$ 500
2	Weekly Project Inspection and Reporting	Per Visit	\$ 195
3	Project Close-out and Notice of Termination	One-Time	\$ 300
Estimated Total Fee (Based on 40-week construction duration)			\$ 8,600

Estimated total fees noted in the table above are based on the anticipated project construction duration. Total fees assessed will be based on actual construction timing, which is dependent on factors such as weather conditions and contractor performance.

This proposal for professional services is good for sixty (60) days.

Please contact me at 402.420.7217 or at ronnen@eacg.com with any questions or comments that you have regarding our proposal. If this proposal is acceptable, please read the enclosed Appendixes A and B and then sign below and return to me. Thank you for choosing E&A for all your engineering and surveying needs.

Sincerely,
E & A CONSULTING GROUP, INC.

DocuSigned by:

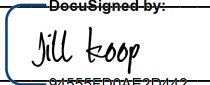
Richard Onnen
Project Manager

- Enclosures:
Appendix A: Terms and Conditions
Appendix B: Insurance Requirements

The undersigned has received, read and hereby agrees to and accepts all terms and conditions contained in this Proposal for Professional Services and in Appendixes A and B which all now represent a legal binding contract of the parties. You may return this signature page by hand delivery or mail or return a copy by facsimile transmission or electronic mail (including pdf) or apply your electronic signature complying with the U.S. Federal ESIGN Act of 2000 (e.g. www.docusign.com), which counterparts shall be deemed an original and part of the one and same instrument.

Date: 6/30/2023

Client Full Legal Name: Jillian Koop

Signature: 

Individual's Name: Jill Koop

Individual's Title: Director of Development

Client Address: 6211 highland Dr

City, State, Zip: salt Lake City UT 84121

Phone: 616.710.2112

Email Address: jill@olympuspines.com

Appendix A Terms and Conditions

1. Basic Agreement

The Proposal for Professional Services, Appendix A (Terms and Conditions), Appendix B (Insurance Requirements) and any other appendix(es), exhibit(s) or table(s), if any, as listed in the Proposal for Professional Services are all, collectively, the "Agreement" and shall govern the parties. E & A Consulting Group, Inc. (E&A) shall provide, or cause to be provided, the services and materials set forth in or undertaken pursuant to the Agreement (the "Services") and Client shall timely and fully pay E&A for such Services.

2. Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due E&A for Services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will accrue interest at the rate of 1.5% per month from said thirtieth (30th) day. E&A may, without liability, after giving seven (7) days written notice to Client, suspend Services under the Agreement until E&A has been paid in full all amounts due for Services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3. Additional Services

If authorized by Client, or if required because of changes in the Project, E&A shall furnish Services in addition to those set forth in the Agreement. Client shall pay E&A for such additional Services as follows: For additional Services of E&A's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of E&A's employees times their then current standard hourly rates for each applicable billing class; plus, reimbursable expenses and E&A's subconsultants' charges, if any.

4. Design without Construction Phase Services

- A. It is understood and agreed that the E&A's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against E&A that may be in any way connected thereto.
- B. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless E&A, its officers, directors, employees and subconsultants (collectively, E&A) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of E&A.
- C. If the Client requests in writing that E&A provide any specific construction phase services, and if E&A agrees in writing to provide such services, then E&A shall be compensated as an Additional Service(s) as provided in Section 3.01. Additionally:
 - I. E&A shall not at any time supervise, direct, or have control over any contractor's, designer's, fabricator's or supplier's (collectively, "Contractor") work or materials, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for safety precautions and programs incident to a Contractor's work progress, nor for any failure of any Contractor to comply with laws and regulations applicable to Contractor's work.
 - II. E&A neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work, designs or materials in accordance with the contract between Client and such Contractor.
 - III. E&A shall not be responsible for any acts or omissions of any Contractor or of any Contractor's agents, contractors or employees or any other persons (except E&A's own employees); or for any decision made on interpretations or clarifications of the construction contract or designs given by Client unless E&A has in writing adopted such decisions as its own.

5. Termination

- A. The obligation to provide further services under the Agreement may be terminated:
 - I. For cause:
 - (a) By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform and cure in accordance with the Agreement through no fault of the terminating party, except as stipulated in paragraph 2.

(b) By E&A:

- (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform Services contrary to E&A's responsibilities as a licensed professional;
 - (ii) Upon seven (7) days written notice if E&A's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control;
 - (iii) Immediately, if Client becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, or files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law;
 - (iv) Immediately, if Client makes or seeks to make a general assignment for the benefit of creditors; or
 - (v) Immediately, if Client assigns or attempts to assign its interests and rights in the Agreement in a manner that is prohibited.
- II. For convenience by Client effective upon the receipt of notice by E&A.
- III. After any termination, E&A shall have no liability to Client on account of such termination, and after any termination, Client shall timely pay for all Services and expenses provided or incurred on or before any termination and for all Services and expenses described in paragraph 5.A.I(b)(v) whenever provided or incurred (*even after termination*), all of which E&A shall invoice to Client, and Client shall timely and fully pay.
- IV. Notwithstanding the foregoing, the Agreement will not terminate as a result of a substantial failure under paragraph 5.A.I.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.
- V. The terminating party under paragraphs 5.A.I or 5.A.II may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6. Controlling Law, Venue and Waiver of Trial by Jury

The Agreement shall be construed and enforced in accordance with and governed by the laws of the State in which the Project is located and applicable federal law, without reference to or application of such State's conflict of law principles. The parties hereby agree that any action to enforce the terms of the Agreement or claims of defective work or materials rendered by E&A shall be brought only in the state or federal courts located in Douglas County, Nebraska, and in no other court. The parties waive the right to a trial by jury on any claim relating to or arising out of the Agreement, or to the Services rendered or to be rendered for the Project.

7. Successors, Assigns, and Beneficiaries

- A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.B, the assigns of Client and E&A) are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of the Agreement.
- B. Neither Client nor E&A may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

8. Defects in Service

The Client shall promptly report to E&A any defect(s) or suspected defect(s) in E&A's Services of which the Client or its agents or representatives becomes aware so that E&A may take measures to minimize the consequences of such defect(s). The Client further agrees to impose a similar notification requirement on all Contractors in its applicable contracts and shall require all contracts at any level to contain a like requirement. Should legal liability for the defect(s) exist, failure by the Client and the Client's Contractors to notify E&A shall relieve E&A of any liability for costs of remedying the defect(s) above the sum the remedy would have cost had prompt notification been given when such defect(s) were first discovered.

9. Insurance

E&A will carry insurance as detailed in Appendix B (Insurance Requirements). E&A agrees to name the Client and/or Owner as additional insureds on E&A's CGL & AL insurance. E&A agrees to waive all subrogation against the Client and/or Owner arising from

claims made by or on behalf of any employee of E&A. At the Client's request, E&A will provide an Acord certificate of insurance executed by a licensed representative of the participating insurer(s).

10. General Considerations

- A. The standard of care for all professional Services performed or furnished by E&A under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. E&A makes no warranties, express, oral or implied, under the Agreement or otherwise, in connection with E&A's Services. E&A and its subconsultants may use or rely upon the services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- C. To the fullest extent permitted by law, Client and E&A:
 - I. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Services, and
 - II. Agree that Client shall indemnify, defend, and save E&A harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of the Agreement;
 - (b) The negligent acts or omissions of Client or its employees, Contractors or agents;
 - (c) Any allegation that E&A is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
 - III. Where the Services included the preparation of plans and specifications, Client shall have its Contractors agree in writing to indemnify and save harmless E&A and its contractors and subconsultants from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractors shall be required to list the E&A and its contractors and subconsultants as an additional insured, including completed operations, on a primary and non-contributory basis
 - IV. Agree that E&A's total liability to Client under the Agreement, relating to the Services or the Project shall be limited to \$100,000 or the total amount of compensation received by E&A from the Client, whichever is greater. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
 - V. Except for enforcement of E&A's rights to payment for Services rendered or to assert and/or enforce its lien rights, including, without limitation, assertion and enforcement of mechanic's lien rights and foreclosure of the same, the Client and E&A agree that all disputes between them arising out of or relating to the Agreement, the Services or the Project shall be submitted to nonbinding mediation before commencement of any suit. The cost for such mediation will be split evenly between the Client and E&A. The Client shall include a similar required mediation provision in all agreements with its Contractors, and E&A shall include a similar required mediation provisions in all agreements with its contractors and subconsultants.
- D. The parties acknowledge that E&A's scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If E&A or any other party encounters a Hazardous Environmental Condition, E&A may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client:
 - I. Retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
 - II. Warrants that the Project site is in full compliance with applicable Laws and Regulations.
- E. Unless specifically identified otherwise in the scope of Services, it is the responsibility of the Client to obtain all permits and approvals required by law. E&A may assist the Client in applying for those permits and approvals for an additional fee; however, such assistance is not included in the basic Services of the Agreement.
- F. E&A abides by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. Total Agreement

The Agreement supersedes all prior proposals, promises, agreements, understandings, and representations made by the parties, whether oral, written or implied, with regard to the matters hereof. The Agreement is contractual and not a mere recital, and it embodies the entire agreement and understanding between the parties concerning the matters hereof. The Agreement may not be changed, modified, supplemented or amended except in writing signed by the parties.

Appendix B Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Completed Operations Aggregate
 \$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits: \$500,000 each Accident
 \$100,000 Disease - Per Person
 \$500,000 Disease - Policy Limit

Umbrella / Excess

- Limits: \$2,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
 \$4,000,000 General Aggregate
- Policy shall provide for a retroactive date prior to the starting date of services for which the Agreement applies.

Certificate Of Completion

Envelope Id: B3174B2D19A14EB5BA3C58630029C438	Status: Sent
Subject: E&A Proposal for Tommy's Car Wash 3255 N 85th St Lincoln, NE (2022.184.003)	
E&A Project Number: M2022.184.003	
Sent by: Heather Czerwinski	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	E&A Contracts
Time Zone: (UTC-06:00) Central Time (US & Canada)	10909 Mill Valley Rd
	Omaha, NE 68154
	contracts@eacg.com
	IP Address: 75.163.90.251

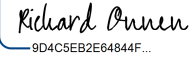
Record Tracking

Status: Original	Holder: E&A Contracts	Location: DocuSign
6/29/2023 4:59:19 PM	contracts@eacg.com	

Signer Events

Richard Onnen
ronnen@eacg.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9D4C5EB2E64844F...
Signature Adoption: Pre-selected Style
Using IP Address: 69.30.184.136
Signed using mobile

Timestamp

Sent: 6/29/2023 5:06:01 PM
Viewed: 6/29/2023 8:13:27 PM
Signed: 6/29/2023 8:13:49 PM

Electronic Record and Signature Disclosure:
Accepted: 6/29/2023 8:13:27 PM
ID: 8fbf6c47-55ba-4de6-8a54-48b9d4d06e03

Jill Koop
jill@olympuspines.com
Security Level: Email, Account Authentication (None)

Sent: 6/29/2023 8:13:50 PM

Electronic Record and Signature Disclosure:
Accepted: 6/30/2023 9:26:42 AM
ID: da14cce6-afc3-4cb1-886c-12c1682a7696

Jill Koop
jill@olympuspines.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

94555FD0AE2D442...
Signature Adoption: Pre-selected Style
Using IP Address: 107.203.78.252

Sent: 6/29/2023 9:08:57 PM
Viewed: 6/30/2023 9:26:42 AM
Signed: 6/30/2023 9:29:49 AM

Electronic Record and Signature Disclosure:
Accepted: 6/30/2023 9:26:42 AM
ID: da14cce6-afc3-4cb1-886c-12c1682a7696

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Accounting
pcm@eacg.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/29/2023 5:06:00 PM
Viewed: 6/30/2023 6:24:44 AM

Andrew Towne
Andrew@olympuspines.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 6/29/2023 9:08:26 PM
ID: cf407b2e-ec2f-4ba8-8e92-22c2d7418407

COPIED

Sent: 6/29/2023 9:08:58 PM
Viewed: 6/29/2023 9:09:18 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	6/29/2023 5:06:00 PM
Certified Delivered	Security Checked	6/30/2023 9:26:42 AM
Signing Complete	Security Checked	6/30/2023 9:29:49 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, E & A Consulting Group, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact E & A Consulting Group, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tnussrallah@eacg.com

To advise E & A Consulting Group, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tnussrallah@eacg.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from E & A Consulting Group, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tnussrallah@eacg.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with E & A Consulting Group, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tnussrallah@eacg.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify E & A Consulting Group, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by E & A Consulting Group, Inc. during the course of your relationship with E & A Consulting Group, Inc..