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

In re:

THRASIO HOLDINGS, INC., et al.,

Debtors.¹

Chapter 11

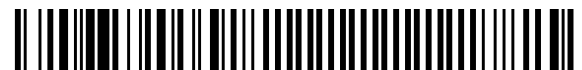
Case No. 24-11840 (CMG)

(Jointly Administered)

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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



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The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this application (this “Application”):²

Relief Requested

1. The Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing and approving the employment and retention of KPMG LLP (“KPMG”) to provide certain tax consulting and tax compliance services (the “Tax Services”) to the Debtors, effective as of the Petition Date (as defined below), in accordance with the terms and conditions (i) the engagement letter dated April 8, 2022 covering tax compliance and tax consulting services (the “2022 Engagement Letter”), and (ii) the engagement letter dated October 6, 2023 covering tax consulting (restructuring) services (the “2023 Engagement Letter,” together with the 2022 Engagement Letter, the “Engagement Letters”). Copies of the Engagement Letters are attached as **Exhibit 1** and **Exhibit 2** to the Order. In support of this Application, the Debtors submit the declaration of Ryan J. Kelly, which is attached hereto as **Exhibit B** (the “Kelly Declaration”).

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the

² A description of the Debtors and their businesses, and the facts and circumstances supporting this Application and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Josh Burke, Chief Financial Officer of Thrasio Holdings, Inc., in Support of First Day Motions* [Docket No. 38] (the “First Day Declaration”). Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the First Day Declaration.

Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 327, 328, 330, 331, and 1107 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

Background

5. On February 28, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On the March 1, 2024, the Court entered an order [Docket No. 64] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 12, 2024, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 163]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

KPMG’s Qualifications

6. The Debtors have selected KPMG to provide Tax Services in these chapter 11 cases because of KPMG’s diverse experience and extensive knowledge in the fields of accounting, taxation, and operational controls for large, sophisticated companies both in and out of chapter 11.

7. Since 2022, KPMG has provided the Debtors with certain tax consulting services. In this capacity, KPMG has become generally familiar with the Debtors’ businesses. As such,

KPMG is both prepared and qualified to continue to provide Tax Services to the Debtors during these chapter 11 cases, thereby avoiding the additional time and expense that the Debtors would otherwise incur by retaining another professional that would need to familiarize itself with the Debtors' business.

8. KPMG has extensive experience in delivering tax consulting and compliance services in chapter 11 cases, including the following: *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 26, 2024); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del. Sept. 8, 2023); *In re Envision Healthcare Corp.*, No. 23-90342 (CML) (Bankr. S.D. Tex. July 12, 2023); *In re Virgin Orbit Holdings, Inc.*, No. 23-10405 (KBO) (Bankr. D. Del. May 24, 2023); *In re Avaya Inc.*, No. 23-90088 (DRJ) (Bankr. S.D. Tex. Mar. 22, 2023).³

9. KPMG is well-qualified and able to represent the Debtors in a cost-effective, efficient, and timely manner. The Debtors believe that the services of KPMG are necessary to enable the Debtors to maximize the value of their estates and to reorganize successfully.

Services to Be Rendered

10. Subject to the Court's approval, the Debtors anticipate that KPMG will provide Tax Services by continuing to assist the Debtors to the extent requested, including the following, subject to the terms of and to the extent set for in the Engagement Letters and the Order:⁴

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtors' counsel.

⁴ To the extent that this Application is inconsistent with the terms of the Engagement Letters, the terms of the Engagement Letters shall control.

- a. prepare federal and state and local income tax returns and supporting schedules for the 2023 tax year;⁵
- b. prepare the applicable federal and state and local tax return(s) for the tax year immediately succeeding the tax year(s) covered by the Engagement Letters, specifically, the preparation of requests for extension of time to file and the related quarterly estimated tax requirements, including for any state or local jurisdictions and additional majority owned legal entities not identified in the Engagement Letters;
- c. perform an analysis and migration of fixed asset data into fixed asset software for any newly acquired entities (on an as needed basis);
- d. analysis of Internal Revenue Code (“IRC”) § 382 issues related to potential restructuring alternatives, including a sensitivity analysis to reflect the IRC § 382 impact of the proposed and / or hypothetical equity transactions;
- e. analysis of “net unrealized built-in gains and losses” and Notice 2003-65 as applied to the ownership change, if any, resulting from or in connection with the restructuring;
- f. analysis of Debtors’ tax attributes including net operating losses, tax basis in assets, and tax basis in stock of subsidiaries as relevant to the potential restructuring;
- g. analysis of cancellation of debt income, including the application of IRC § 108 and consolidated tax return regulations relating to the restructuring of non-intercompany debt and the completed capitalization/settlement of intercompany debt;
- h. analysis of the application of the attribute reduction rules under IRC § 108(b) and Treas. Reg. § 1.1502- 28, including a benefit analysis of IRC §§ 108(b)(5) and 1017(b)(3)(D) elections as related to the Potential Restructuring;
- i. analysis of the tax implications of any internal reorganizations and proposal of restructuring alternatives;
- j. cash tax modeling of the tax benefits or tax costs of restructuring alternatives;
- k. analysis of the tax implications of any dispositions of assets and/or subsidiary stock pursuant to the potential restructuring;

⁵ Tax compliance services related to the 2021 and 2022 tax years were completed and paid by the Debtors prior to the Petition Date.

- l. analysis of accounting methods including IRC § 266, revenue recognition, expense deferral, IRC § 163(j) and other accounting methods planning;
- m. analysis of potential bad debt, worthless stock, and retirement tax losses associated with the potential restructuring;
- n. analysis of the tax treatment of restructuring related costs;
- o. analysis of any proof of claims from tax authorities in which: (i) KPMG will search the proof of claim register for claims from the taxing authorities at the direction of management; (ii) KPMG will summarize the identified tax proof of claims; (iii) KPMG will review the tax claims and provide the summarized tax proof of claim summary schedule to the KPMG tax compliance team(s) for additional commentary and support (*e.g.*, filed income/non-income tax returns, etc.), where applicable; and
- p. KPMG will provide the tax proof of claim summary schedule, the tax proof of claims, and supporting documentation (*e.g.*, filed income/non-income tax returns), where applicable, to management for their review and assessment. The Debtors will review the information provided and be responsible for making any determinations as it relates to the claims as well as any additional remediation steps that would be required.

11. In addition to the foregoing, KPMG will provide such other consulting, advice, research, planning, and analysis regarding Tax Services as may be necessary, desirable, or requested from time to time. Should KPMG and the Debtors enter into any additional engagement letters and/or statement(s) of work regarding additional services to be provided to the Debtors during these chapter 11 cases, KPMG and the Debtors will follow the procedure for authorization to provide such additional services as set forth in the Order.

No Duplication of Services

12. The Debtors intend that the services of KPMG will complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. KPMG understands that the Debtors have retained and may retain additional professionals during the term of its engagement, and KPMG agrees to work cooperatively with such professionals to seek to avoid duplicative work conducted by the professionals on behalf of the Debtors.

KPMG's Disinterestedness

13. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Kelly Declaration, KPMG: (a) has no connection with the Debtors, their creditors, other parties in interest, the attorneys or accountants of any of the foregoing, the United States Trustee, or any person employed in the Office of the United States Trustee; (b) does not hold any interest adverse to the Debtors' estates; and (c) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

14. Accordingly, the Debtors believe that KPMG is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

15. In addition, as set forth in the Kelly Declaration, if any new material facts or relationships are discovered or arise, KPMG will provide the Court with a supplemental declaration.

Terms of Retention

16. Subject to approval by the Court, the Debtors propose to employ and retain KPMG to provide the Tax Services to the Debtors on the terms and conditions set forth in the Engagement Letters and this Application.

17. In accordance with the terms of the Engagement Letters, KPMG and the Debtors agreed to an annual fixed fee of \$755,000⁶ for the tax compliance services (the "Tax Compliance Fixed Fee").

⁶ Tax compliance fees are based on KPMG's understanding of the number of entities and the corresponding scope of services, as currently known to both KPMG and the Debtors. If there are changes in the number of entities, filings, or corresponding scope of tax compliance services, tax compliance fees will be adjusted as mutually agreed.

18. None of the Tax Compliance Fixed Fee for the tax year that ended December 31, 2023 was paid prepetition. Subject to the Court's approval and pursuant to the terms and conditions of the Engagement Letters, the amount of the Tax Compliance Fixed Fee to be billed is \$755,000. As further described in the Engagement Letters, in the event that any existing entities are liquidated, dissolved, or sold or new entities are added, the Tax Compliance Fixed Fee shall be subject to modification with the Debtors' written pre-approval.

19. As further detailed in the 2022 Engagement Letter, with the Debtors' written pre-approval, if KPMG prepares tax returns for any jurisdiction or legal entities not identified in the 2022 Engagement Letter, the approximate fee per return will be as follows: (i) \$5,000–\$10,000 per return for Unitary/Combined State Returns; (ii) \$1,000–\$1,500 per return for Separate State Returns; (iii) \$1,000–\$3,000 per return for Federal 1120 pro-forma; (iv) \$3,000–\$5,000 per return for Form 5471; (v) \$250–\$750 per return for Form 5472; (vi) \$500–\$1,000 per return for Foreign Bank Account Reports; and (vii) for International tax returns, the fee will be fixed by mutual agreement, in writing, among the Debtors and KPMG prior to beginning work on such returns.

20. Additionally, fees will be based on the Debtors providing the relevant data in an agreed format. Where data is provided in multiple or different formats, the fees for direct tax compliance services may be increased to reflect any additional time required to process these formats.

21. As detailed further in Appendix I of the 2022 Engagement Letter, fixed fees related to the analysis and migration of the fixed asset data into fixed asset software for any newly acquired entities (on an as needed basis), will be based on the size and scope of the entity acquired as follows: (i) for small entities (less than 1,000 fixed assets), \$3,000 for implementation, \$1,000 for yearly maintenance; and (ii) for medium entities (more than 1,000 fixed assets), fees to be

determined after analysis of actual data and will be mutually agreed upon, in writing, by KPMG and the Debtors.

22. In accordance with the terms of the Engagement Letters, KPMG will be paid by the Company for the Tax Services of the KPMG's professionals at their reduced hourly billing rates, as set forth below. The following are the agreed upon hourly rates:

Professional Level	Discounted Rate (Range)
Partners	\$1,005–\$1,475
Managing Directors	\$1,005–\$1,369
Directors/Senior Managers	\$901–\$1,177
Managers	\$725–\$1,071
Senior Associates	\$532–\$816
Associates	\$389–\$493

23. The majority of fees to be charged for Tax Consulting Services reflect a reduction of approximately 15%–30% from KPMG's normal and customary rates.

24. In the normal course of KPMG's business, its hourly rates are subject to periodic increase. Prior to any increases in KPMG's rates for any individual retained by KPMG and providing services in these cases, KPMG shall file a supplemental declaration with this Court and provide ten (10) business days' notice to the Debtors and the United States Trustee. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase.

25. In addition, KPMG will be reimbursed for the reasonable out-of-pocket expenses of the KPMG's professionals incurred in connection with this assignment, such as travel, lodging, third-party duplications, messenger, and telephone charges. Furthermore, KPMG shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of this Application. All fees and expenses due to KPMG will be billed in accordance with any interim compensation orders entered by this Court and the relevant sections of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

26. According to KPMG's books and records, during the 90-day period prior to the Petition Date, KPMG received \$1,095,500 from the Debtors for professional services performed and expenses incurred, which includes a \$990,000 retainer. To the extent the Application is granted, KPMG has agreed to waive any amounts owed for professional services rendered prior to the Petition Date.

27. Except as set forth in the Kelly Declaration, (a) no commitments have been made or received by KPMG with respect to compensation or payment in connection with the chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, and (b) there is no agreement or understanding between KPMG and any other entity, other than a member, partner or regular associate of KPMG, for the sharing of compensation received or to be received for services rendered in connection with these proceedings.

Record-Keeping and Applications for Compensation

28. KPMG intends to apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, any applicable U.S. Trustee fee guidelines (the "U.S. Trustee Guidelines"), and the orders of this Court. Such applications will include time records setting forth a description of the services rendered by each

professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors. For all services rendered on an hourly basis, KPMG will maintain detailed time records in one-tenth (1/10) hour increments.

29. KPMG also will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the services discussed above. KPMG's applications for compensation and expenses will be paid by the Debtors pursuant to the terms of the Engagement Letters in accordance with Local Rule 2016-1 and any procedures established by the Court. KPMG has agreed to accept as compensation such sums as may be allowed by the Court and understands that interim and final fee awards are subject to approval by the Court.

Basis for Relief

I. The Debtors Should be Permitted to Retain and Employ KPMG on the Terms of the Engagement Letters Pursuant to Sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code.

30. The Debtors submit that the retention of KPMG under the terms described herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtors] in carrying out the [Debtors'] duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person who:

- a. is not a creditor, an equity security holder, or an insider;
- b. is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct

or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

31. Further, section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b). KPMG’s prepetition relationship with the Debtors is therefore not an impediment to KPMG’s retention as the Debtors’ postpetition tax consulting service provider.

32. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer” 11 U.S.C. § 328(a). The Debtors submit that the terms and conditions of KPMG’s retention as described herein, including the proposed compensation, are reasonable and in line with the terms and conditions typical for engagements of this size and character. Since the Debtors will require substantial assistance with their chapter 11 process, it is reasonable for the Debtors to seek to employ and retain KPMG to serve as tax consulting service provider on the terms and conditions set forth herein.

33. Based upon the foregoing, the Debtors submit that the retention of KPMG, on the terms set forth herein and in the Engagement Letters, is essential, appropriate, and in the best interest of the Debtors’ estates, creditors, and other parties in interest and should be granted.

No Prior Request

34. No prior application for the relief sought in this Application has been made to this or any other court.

Notice

35. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) U.S. Trustee; (b) the Committee; (c) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group; (d) counsel to the Administrative Agent under the Revolving Credit Facility; (e) the United States Attorney's Office for the District of New Jersey; (f) the Internal Revenue Service; (g) the attorneys general in the states where the Debtors conduct their business operations; (h) the U.S. Securities and Exchange Commission; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, and granting such other relief as is just and proper.

Dated: April 1, 2024

/s/ Michael D. Sirota

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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

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

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re:	Chapter 11
THRASIO HOLDINGS, INC., <i>et al.</i> ,	Case No. 24-11840 (CMG)
Debtors. ¹	(Jointly Administered)

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

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

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

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

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

Case No. 24-11840 (CMG)

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

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

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

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

Case No. 24-11840 (CMG)

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

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

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

Case No. 24-11840 (CMG)

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

the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter as modified by this Order; *provided* that with respect to any services provided on a fixed fee basis, KPMG's professionals shall only be required to maintain reasonably detailed time records in one-half (1/2) hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. With respect to KPMG's hourly fees, KPMG shall keep reasonably detailed time records in one tenth (1/10) hour increments in accordance with the Fee Guidelines and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, detailing the services rendered, each professional rendering the services, and the total amount of compensation KPMG seeks. KPMG shall only bill 50% for non-working travel.

7. To the extent the Debtors and KPMG enter into any additional engagement letter(s), the Debtors will file such engagement letter(s) with the Court and serve such engagement letter(s) upon the U.S. Trustee, counsel to the agents for the Debtors' post-petition secured lenders, and counsel to the Committee. If, within ten (10) days of such new engagement letter(s) being filed and served, any such parties object to the additional services to be provided by KPMG, the Debtors will promptly schedule a hearing before the Court. All additional services will be subject to the provisions of this Order.

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

Case No. 24-11840 (CMG)

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

8. The following terms apply during the pendency of the Debtors' chapter 11 cases:

- a. Subject to the provisions of subparagraphs (b) and (c) below, KPMG shall not be entitled to indemnification, contribution or reimbursement for services other than those described in the Engagement Letters and the Application, unless such services and indemnification therefor are approved by the Court; *provided*, that to the extent additional engagement letter(s) are filed with the Court and no parties object to such engagement letter(s) in accordance with the procedures described in the immediately preceding Ordered paragraph, such engagement letter(s) shall be deemed approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Letters, the Debtors shall have no obligation to indemnify any person or provide contribution or reimbursement to any person, (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence, bad faith, fraud, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of KPMG's obligations under the Engagement Letters unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to that person's gross negligence, bad faith, fraud, or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letters, as modified by the proposed Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, KPMG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letters (as modified by this proposed Order), including without limitation the advancement of defense costs, KPMG must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification,

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

Case No. 24-11840 (CMG)

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contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify KPMG; and

- d. Any limitation on liability pursuant to the terms of the Engagement Letter shall be eliminated.

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

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

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

Case No. 24-11840 (CMG)

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

12. During the pendency of the chapter 11 cases, paragraph 6 of the Standard Terms and Conditions is deleted.

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

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

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

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

Exhibit 1

2022 Engagement Letter



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

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

April 8, 2022

PRIVATE

Thrasio, LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Mr. Steve Nee, Senior Vice President

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

Scope of Services

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

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

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

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

Client Responsibilities



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

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

Assumptions

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

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



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

Out-of-Scope Compliance Services

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

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

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

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

Tax Provision Services

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

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

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



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differences;

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

Uncertain Tax Positions

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

Communication with Independent Auditor

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

Management's Role and Responsibilities

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

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

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



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

Application of Accounting Principles

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

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

Tax Return Standards

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

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

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



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Electronic Filing

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

The KPMG electronic filing identification number (EFIN) will be included in certain e-filing documentation we will provide to you for the returns e-filed using KPMG-licensed software. The KPMG EFIN is proprietary to KPMG and Thrasio is not authorized to use the KPMG EFIN for any purpose. If the e-filing services will be provided using Thrasio-licensed software, the Thrasio EFIN must be used for the e-filing.

Transfer Pricing

We will not prepare or participate in the preparation of a “transfer pricing study” for the 2021 through 2023 taxable years, although we have recommended that you obtain one. We have discussed with you and you have advised us that you understand the requirements of sections 482 and 6662 of the Internal Revenue Code and the authorities, including Treasury regulations, interpreting those sections. Upon our request, you will also provide us with representations that you are in compliance with those requirements as well as additional support.

Additional Services

If matters exceed the scope of this engagement contract, we will either issue (a) a clarifying addendum to confirm the scope and related terms of any additional services to be provided or (b) a separate engagement contract (for more complex projects). To be of greatest assistance to you, we should be advised in advance of proposed transactions to which such services will relate.

Fees

Tax Compliance Services

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

Our annual fee for the *Tax Compliance Services* in Appendix I for the entities listed in Attachment A is \$725,000 per year. To the extent that existing entities are liquidated, dissolved, or sold or new entities are added, this fee shall be subject to modification upon prior written agreement (including by email) of the parties.

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

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



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

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

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

Tax Consulting Services

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

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

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

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

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

Consents to Disclose and Use Tax Return Information

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



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Potential Mandatory Disclosure Reporting

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

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

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

AICPA Hosting Services Considerations

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

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

Use of OneSource Income Tax

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



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

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

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

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

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

Use of Electronic Signatures

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

Use of KPMG Business Tax Engine

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



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technology.

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

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

Access to Service

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

Edit Access

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

Access to KPMG Tax Applications

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

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

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

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

* * * * *

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

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

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



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

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

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

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

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

Very truly yours,

KPMG LLP


Michael Desrochers
Partner

Enclosures:

Appendix I-Scope of Services

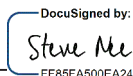
Appendix II Consents to Disclose and Use Tax Return Information

Appendix III- KPMG LLP Tax Application Terms of Use

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

ACCEPTED:

Thrasio, LLC

DocuSigned by:

FF85FA500EA24DD...

Authorized Signature

Title: SVP, Finance

Date: April 8, 2020

Appendix I

Scope of Services

Tax Compliance Services

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

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

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

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

Tax Consulting Services

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

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

Appendix I - Attachment A**Charopee****Jurisdiction**

AL

AR

FL

GA**GA Net****Worth**

LA

MD

MO

NC

PA

TN

Thrasio Holdings Inc - Stand-Alone**Jurisdiction****AR**

FL

GA

LA

MD

MO

NC

PA

TN

Thrasio Holdings Inc - Unitary**Jurisdiction**

Fed

AZ

CA

CO

CT

IA

ID

IL

IN

KS

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

APPENDIX II

Consents to Disclose and Use Tax Return Information

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

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

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

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

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

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

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

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

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

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

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

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

Duration of the Consent

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

Right to Refuse to Provide Consent

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

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

Appendix III

KPMG LLP Tax Application Terms of Use

1 Terminology

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

2 Access and Termination

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

3 Relationship

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

4 Third Party Links

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

5 Availability

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

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

6 Proprietary Rights

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

7 Restricted to Authorized Users

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

8 Client Content

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

9 Login Credentials

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

10 Viruses and Other Download Consequences

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

11 Data and Document Retention

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

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

12 Third Party Services

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

13 Indemnification

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

14 Disclaimer of Liability

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

15 System Changes

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

16 Security

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

17 Use and Transmission of Data

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

18 Export Controls

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

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

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

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

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

7. Infringement.

- (a) KPMG hereby agrees to indemnify, hold harmless and defend the Client Parties from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued in the United States as of the date the Deliverables are delivered to Client, trademarks or copyrights. Such KPMG obligations shall not apply to any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (iii) the combination or operation of the Deliverables with materials not supplied or approved by KPMG.
- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, Client shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.
- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. Indemnification.

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

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

- (b) Subject to Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim arising from KPMG's Advice. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute, rule, regulation or tort (including without limitation negligence) by the KPMG Parties.
- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. Cooperation; Use of Information.

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

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

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11. Confidentiality.

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

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

12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment, transfer or delegation in violation hereof shall be null and void.
13. **Governing Law; Severability.** All disputes between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.
14. **Alternative Dispute Resolution.**
- (a) Any dispute or claim between the parties shall be submitted first to non-binding mediation and, if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (b) Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals

KPMG LLP

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

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

15. Use of Member Firms and Third Parties.

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

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

16. Miscellaneous.

- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) **Electronic Communications.** KPMG and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that KPMG transmits to Client shall supersede any previous versions transmitted by KPMG to Client.
- (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.
- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) **Use of Names and Logos.** Except as permitted by law or as set forth in the Engagement Letter or this Paragraph 16(e), neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. Client agrees that KPMG may list Client as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, Client gives KPMG the right to use Client's logo on the Deliverables and documents prepared for

Standard Terms and Conditions for Advisory and Tax Services

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

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

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

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

18. Additional Terms for Engagements Involving Tax Services.

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

APPENDIX A

[FORM OF NOTICE AND ACKNOWLEDGEMENT]

[Name of Third Party]
Address

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

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

Very truly yours,

[Name of Client]

By: Name:
Title:

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

[Name of Third Party]

By: Name:
Title:

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

Exhibit 2

2023 Engagement Letter



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

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

Thrasio LLC
85 West Street
Walpole, Massachusetts 02081

Attention: Steve Nee
Senior Vice President

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

Scope of Services

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

Applicable Standards

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

Fees

Tax Consulting Services

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

Other Fees & Expenses

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

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



Page 2 of 2

Payment Schedule

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

We will render progress billings as work is performed.

Engagement Team

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

Ryan Kelly, Principal, M&A Tax

Aaron Shapira, Managing Director, M&A Tax

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

Consents to Disclose and Use Tax Return Information

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

Standard Terms and Conditions

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

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

* * * * *

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

Thrasio LLC

DocuSigned by:

Steve Nee

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Steve Nee
Senior Vice President

KPMG LLP

Ryan Kelly
Principal

Appendix I**Scope of Services***Tax Consulting Services*

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

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

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

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

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

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

Consents to Disclose and Use Tax Return Information

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

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

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

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

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

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

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

Duration of the Consent

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

Right to Refuse to Provide Consent

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



Standard Terms and Conditions for Advisory and Tax Services

1. Definitions.

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



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

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

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

2. Our services and personnel.

(a) Our Services will be performed in accordance with AICPA and other applicable professional standards.

(b) Any work performed in connection with the engagement described in the Agreement before its execution shall be governed by the Agreement.

3. Our fees.

(a) We will bill you for fees and reasonable expenses as agreed to in the Engagement Letter. You agree to pay our invoices within thirty (30) days after receipt. If Client does not pay any properly submitted invoice amount within thirty (30) days after receipt of such invoice, then KPMG may suspend or terminate the Services. Notwithstanding the preceding sentence, any invoiced amounts not paid by their applicable due date shall accrue a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

(b) Where we are reimbursed for expenses, we will bill you for the amount we paid and we will not add any markup to the expense. After such expenses are incurred, we may receive rebates or incentive payments based on our aggregate purchases, which may include expenses reimbursed by you in addition to other clients. Such rebates are not credited back to you but are used to reduce our overhead.

(c) The fees, expenses and timelines set forth in the Engagement Letter may vary due to failure by a Client to meet its obligations under the Engagement Letter or a change in assumptions, such as failure of third parties to cooperate. Our fees do not include any sales, use, excise, value added, income or other taxes, tariffs or duties applicable to your receipt of our Services, payment of which shall be your sole responsibility. KPMG shall be responsible for its net income or applicable employment taxes.

4. Use of our advice.

(a) We may provide our Advice to you in draft form, but the final written Deliverable if provided supersedes any drafts provided earlier. Client agrees to review any draft Deliverables prepared by KPMG promptly and to advise KPMG on a timely basis of any comments Client may have. KPMG shall reasonably incorporate Client's comments into such Deliverable, however the content of the final Deliverable shall be determined by KPMG in the exercise of its professional judgment.

(b) Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.

(c) Advice is provided for your sole benefit and internal business use and not for the benefit of, or to be relied upon by any other party.

5. Termination.

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

6. Limitation on damages.

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

7. Ownership.

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



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

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

8. Indemnification

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

9. Client's responsibilities.

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

10. Use of KPMG Resources and Enabling Tools.

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



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

11. Confidentiality.

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

12. Third-party relationships.

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

13. Assignment, waiver and severability.

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



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14. Governing law.

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

15. Alternative dispute resolution.

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

16. Miscellaneous.

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



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

17. Additional terms for engagements involving tax services.

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

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

18. Additional terms for systems implementation Services.

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

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



Standard Terms and Conditions for Advisory and Tax Services

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

19. Entire agreement; Amendment.

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

Exhibit B

Kelly Declaration

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

THRASIO HOLDINGS, INC., et al.,

Debtors.¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**DECLARATION OF
RYAN J. KELLY IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
AND APPROVING THE EMPLOYMENT AND RETENTION OF
KPMG LLP TO PROVIDE TAX CONSULTING AND TAX COMPLIANCE
SERVICES TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, Ryan J. Kelly, being duly sworn, deposes and says:

1. I am a principal of KPMG LLP, a Delaware limited liability partnership ("KPMG").

I submit this declaration on behalf of KPMG in support of the application (the "Application")² of the above-captioned debtors and debtors-in-possession (the "Debtors"), for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), authorizing the Debtors to retain and employ KPMG to provide tax compliance and tax consulting services to the Debtors effective as of the Petition Date. I am authorized to make this declaration on behalf of KPMG,

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

² Capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Application and Declaration.

and I make this declaration based on my own knowledge, review of KPMG business records, and discussions with other professionals at KPMG.

KPMG's Qualifications

2. KPMG is a professional firm providing audit, tax, and advisory services. The Debtors have selected KPMG to provide tax compliance and tax consulting services because of the firm's diverse experience and extensive knowledge in the fields of accounting, taxation, and operational controls for large, sophisticated companies both in chapter 11 as well as outside of chapter 11. The Debtors have employed KPMG since 2022. KPMG is qualified to continue to provide such services to the Debtors. As such, retaining KPMG is an efficient and cost-effective manner in which the Debtors may obtain the requisite services.

Services to be Rendered

3. Subject to approval of the Application, pursuant to two (2) separate engagement letters between KPMG and the Debtors covering (i) tax compliance services (the "Tax Compliance Services"), pursuant to the engagement letter dated April 8, 2022 (the "2022 Engagement Letter"), and (ii) tax consulting (restructuring) services (the "Tax Consulting Services"), pursuant to the engagement letter dated October 6, 2023 (the "2023 Engagement Letter," and together with the 2022 Engagement Letter, the "Engagement Letters"), each of which is attached to the Proposed Order attached to the Application as **Exhibits 1** and **Exhibit 2**, respectively.³

³ If there is any inconsistency between the description of the services in the applicable Engagement Letter and in this Declaration, the description in the applicable Engagement Letter shall control.

4. Subject to the Court's approval, the Debtors anticipate that KPMG will provide Tax Services by continuing to assist the Debtors to the extent requested, including the following, subject to the terms of and to the extent set for in the Engagement Letters and the Order:⁴

- a. prepare federal and state and local income tax returns and supporting schedules for the 2023 tax year;⁵
- b. prepare the applicable federal and state and local tax return(s) for the tax year immediately succeeding the tax year(s) covered by the Engagement Letters, specifically, the preparation of requests for extension of time to file and the related quarterly estimated tax requirements, including for any state or local jurisdictions and additional majority owned legal entities not identified in the Engagement Letters;
- c. perform an analysis and migration of fixed asset data into fixed asset software for any newly acquired entities (on an as needed basis);
- d. analysis of Internal Revenue Code ("IRC") § 382 issues related to potential restructuring alternatives, including a sensitivity analysis to reflect the IRC § 382 impact of the proposed and / or hypothetical equity transactions;
- e. analysis of "net unrealized built-in gains and losses" and Notice 2003-65 as applied to the ownership change, if any, resulting from or in connection with the restructuring;
- f. analysis of Debtors' tax attributes including net operating losses, tax basis in assets, and tax basis in stock of subsidiaries as relevant to the potential restructuring;
- g. analysis of cancellation of debt income, including the application of IRC § 108 and consolidated tax return regulations relating to the restructuring of non-intercompany debt and the completed capitalization/settlement of intercompany debt;
- h. analysis of the application of the attribute reduction rules under IRC § 108(b) and Treas. Reg. § 1.1502- 28, including a benefit analysis of IRC §§ 108(b)(5) and 1017(b)(3)(D) elections as related to the Potential Restructuring;

⁴ To the extent that this Application is inconsistent with the terms of the Engagement Letters, the terms of the Engagement Letters shall control.

⁵ Tax compliance services related to the 2021 and 2022 tax years were completed and paid by the Debtors prior to the Petition Date.

- i. analysis of the tax implications of any internal reorganizations and proposal of restructuring alternatives;
- j. cash tax modeling of the tax benefits or tax costs of restructuring alternatives;
- k. analysis of the tax implications of any dispositions of assets and/or subsidiary stock pursuant to the potential restructuring;
- l. analysis of accounting methods including IRC § 266, revenue recognition, expense deferral, IRC § 163(j) and other accounting methods planning;
- m. analysis of potential bad debt, worthless stock, and retirement tax losses associated with the potential restructuring;
- n. analysis of the tax treatment of restructuring related costs;
- o. analysis of any proof of claims from tax authorities in which: (i) KPMG will search the proof of claim register for claims from the taxing authorities at the direction of management; (ii) KPMG will summarize the identified tax proof of claims; (iii) KPMG will review the tax claims and provide the summarized tax proof of claim summary schedule to the KPMG tax compliance team(s) for additional commentary and support (*e.g.*, filed income/non-income tax returns, etc.), where applicable; and
- p. KPMG will provide the tax proof of claim summary schedule, the tax proof of claims, and supporting documentation (*e.g.*, filed income/non-income tax returns), where applicable, to management for their review and assessment. The Debtors will review the information provided and be responsible for making any determinations as it relates to the claims as well as any additional remediation steps that would be required.

5. In addition to the foregoing, KPMG will provide such other consulting, advice, research, planning, and analysis regarding Tax Services as may be necessary, desirable, or requested from time to time. Should KPMG and the Debtors enter into any additional engagement letters and/or statement(s) of work regarding additional services to be provided to the Debtors during these chapter 11 cases, KPMG and the Debtors will follow the procedure for authorization to provide such additional services as set forth in the Order.⁶

⁶ Pursuant to a tax consulting addendum, KPMG was performing certain transfer pricing services. The fees related to such services were paid in full prior to the Petition Date and are substantially complete.

6. Subject to this Court's approval of the Application, KPMG is willing to provide services to the Debtors and to perform the services described above.

Professional Compensation

7. Subject to Court approval, and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other procedures as may be fixed by order of the Court, the Debtors will compensate KPMG in accordance with the terms and conditions of the Engagement Letters, which, in relevant part, provide for the following compensation structure.

8. In accordance with the terms of the Engagement Letters, KPMG and the Debtors agreed to an annual fixed fee of \$755,000⁷ for the tax compliance services ("Tax Compliance Fixed Fee").

9. None of the Tax Compliance Fixed Fee for the tax year that ended December 31, 2023 was paid prepetition. Subject to the Court's approval and pursuant to the terms and conditions of the Engagement Letters, the amount of the Tax Compliance Fixed Fee to be billed is \$755,000. As further described in the Engagement Letters, in the event that any existing entities are liquidated, dissolved, or sold or new entities are added, the Tax Compliance Fixed Fee shall be subject to modification with the Debtors' written pre-approval.

10. As further detailed in the 2022 Engagement Letter, with the Debtors' written pre-approval, if KPMG prepares tax returns for any jurisdiction or legal entities not identified in the 2022 Engagement Letter, the approximate fee per return will be as follows: (i) \$5,000–\$10,000

⁷ Tax compliance fees are based on KPMG's understanding of the number of entities and the corresponding scope of services, as currently known to both KPMG and the Debtors. If there are changes in the number of entities, filings, or corresponding scope of tax compliance services, tax compliance fees will be adjusted as mutually agreed.

per return for Unitary/Combined State Returns; (ii) \$1,000–\$1,500 per return for Separate State Returns; (iii) \$1,000–\$3,000 per return for Federal 1120 pro-forma; (iv) \$3,000–\$5,000 per return for Form 5471; (v) \$250–\$750 per return for Form 5472; (vi) \$500–\$1,000 per return for Foreign Bank Account Reports; and (vii) for International tax returns, the fee will be fixed by mutual agreement, in writing, among the Debtors and KPMG prior to beginning work on such returns.

11. Additionally, fees will be based on the Debtors providing the relevant data in an agreed format. Where data is provided in multiple or different formats, the fees for direct tax compliance services may be increased to reflect any additional time required to process these formats.

12. As detailed further in Appendix I of the 2022 Engagement Letter, fixed fees related to the analysis and migration of the fixed asset data into fixed asset software for any newly acquired entities (on an as needed basis), will be based on the size and scope of the entity acquired as follows: (i) for small entities (less than 1,000 fixed assets), \$3,000 for implementation, \$1,000 for yearly maintenance; and (ii) for medium entities (more than 1,000 fixed assets), fees to be determined after analysis of actual data and will be mutually agreed upon, in writing, by KPMG and the Debtors.

13. In accordance with the terms of the Engagement Letters, KPMG will be paid by the Company for the Tax Services of the KPMG’s professionals at their reduced hourly billing rates, as set forth below. The following are the agreed upon hourly rates:

Professional Level	Discounted Rate (Range)
Partners	\$1,005–\$1,475
Managing Directors	\$1,005–\$1,369

Directors/Senior Managers	\$901–\$1,177
Managers	\$725–\$1,071
Senior Associates	\$532–\$816
Associates	\$389–\$493

14. The majority of fees to be charged for Tax Consulting Services reflect a reduction of approximately 15%–30% from KPMG’s normal and customary rates.

15. In the normal course of KPMG’s business, its hourly rates are subject to periodic increase. Prior to any increases in KPMG’s rates for any individual retained by KPMG and providing services in these cases, KPMG shall file a supplemental declaration with this Court and provide ten (10) business days’ notice to the Debtors and the United States Trustee. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase.

16. KPMG also will seek reimbursement for reasonable and necessary costs and expenses incurred, including but not limited to meals, lodging, travel, photocopying, delivery service, postage, vendor charges, value added tax, reasonable and documented outside counsel legal fees and expenses, and other out-of-pocket costs and expenses incurred in providing professional services. All fees and expenses due to KPMG will be billed in accordance with any interim compensation orders entered by this Court and the relevant sections of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

17. KPMG intends to apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the

orders of this Court. Such applications will include time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors. KPMG professionals do not generally keep detailed records similar to those attorneys customarily keep. Because KPMG does not ordinarily maintain contemporaneous time records in one-tenth (1/10) hour increments, to the extent that KPMG is being paid a fixed or contingent fee, KPMG requests authorization to keep time records related to such services in summary format in one-half (1/2) hour increments. For all services rendered on an hourly basis, KPMG will maintain detailed time records in one-tenth (1/10) hour increments.

18. KPMG's applications for compensation and expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures established by the Court. KPMG has agreed to accept as compensation such sums as may be allowed by the Court and understands that interim and final fee awards are subject to approval by the Court.

19. KPMG has agreed to modify the Engagement Letters during the course of these chapter 11 cases as set forth in the Proposed Order attached to the Application as **Exhibit 1** and **Exhibit 2**.

20. As of the Petition Date, the Debtors did not owe KPMG any unpaid fees or expenses. In connection with this Application, if it is determined that the Debtors did owe KPMG any unpaid fees or expenses, KPMG waives any amounts owed for such services rendered prior to the Petition Date.

21. Prior to the Petition Date, KPMG received a retainer in the amount of \$990,000.

22. According to KPMG's books and records, during the 90-day period prior to the Petition Date, KPMG received \$1,095,500 from the Debtors for professional services performed and expenses incurred, which is comprised in part of the retainer noted above.

23. To the extent the Application is granted, KPMG has agreed to waive any amounts owed for professional services rendered prior to the Petition Date.

24. Except as explained in paragraphs 37 and 38 below, (a) no commitments have been made or received by KPMG with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code; and (b) there is no agreement or understanding between KPMG and any other entity, other than a member, partner or regular associate of KPMG, for the sharing of compensation received or to be received for services rendered in connection with these proceedings.

Disinterestedness of Professionals

25. Based upon information supplied by the Debtors, KPMG searched the database described below to identify connections or relationships with the individuals and entities listed on **Schedule 1** attached hereto and incorporated herein.

26. KPMG's review identified current clients of any KPMG member firm, as well as former clients with engagements in the past three years and potential clients with engagements that have not yet been agreed. This engagement management system identifies not only the clients but other parties whose interests may be adverse to, in conflict with, or potentially negatively impacted by the engagement. Accordingly, the search can identify whether an engagement is adverse to the Debtors or relates to the bankruptcy estates.

27. In connection with its proposed retention by the Debtors in these cases, KPMG sent an e-mail to any KPMG partners, principals or other professionals currently providing and/or expected to provide services to the Debtors pursuant to the Engagement Letters, to determine if

any such individuals or members of their immediate family (a) holds or controls any securities of the Debtors, (b) is related or connected to any bankruptcy judge in the District of New Jersey, any employee in the judges' offices, or any employee in the United States Trustee's Office located in the District; or (c) is or was within two (2) years prior to the bankruptcy filing an officer, director or employee of the Debtors or any of their affiliates.

28. To the best of my knowledge, based on the searches discussed above, KPMG has determined that certain connections should be disclosed as follows:

- a. KPMG may provide or has provided services to the potential parties-in-interest or their affiliates listed on Schedule 2. The connections listed on Schedule 2 involve only services that are unrelated to the Debtors or their estates.
- b. Law firms identified on Schedule 2, including Ballard Spahr LLP, Frankfurt Kurnit Klein and Selz, P.C., Gibson, Dunn & Crutcher LLP, Greenberg Traurig, LLP, Hughes Hubbard & Reed LLP, Ogletree, Deakins, Nash, Smoak, & Stewart, P.C., Paul Weiss and Williams & Connolly LLP have provided, currently provide and may in the future provide legal services to KPMG or KPMG professionals in matters unrelated to the Debtors or their estates, and/or KPMG has provided, currently provide and may in the future provide services to such firms or their clients in matters unrelated to the Debtors or their estates.
- c. Certain financial institutions or their respective affiliates (including J.P. Morgan Chase, Keybank and PNC Bank) listed on Schedule 2 (i) are lenders to KPMG and/or (ii) have financed a portion of the capital and/or capital loan requirements of various managing partners and principals, respectively, of KPMG. In addition, certain institutions or their respective affiliates, provide asset management services, and/or have a similar role with respect to investments of, certain pension, benefit and similar funds sponsored by KPMG.
- d. KPMG has provided and continues to provide professional services to certain of the Debtors' secured lenders and/or their affiliates in matters unrelated to the Debtors or their estates. With respect to those connection that are attest clients, KPMG provides such clients with ordinary course auditing services and may conduct typical audit procedures that arise from such potential parties-in-interests' business arrangements with the Debtors.

29. KPMG is the United States member firm of the KPMG global network of independent member firms affiliated with KPMG International Limited ("KPMG International"), a private English company limited by guarantee. KPMG International is an entity that is legally

separate from each member. KPMG International and the member firms are not a global partnership, single firm, multinational corporation, joint venture, or in a principal or agent relationship or partnership with each other. The KPMG International member firm structure reflects the fact that the member firms are not affiliates, subsidiaries, or branch offices of each other or of a global parent. No member firm has any authority to obligate or bind KPMG International or any of its related entities or any other member firm vis-à-vis third parties, nor does KPMG International or any of its related entities have any such authority to obligate or bind any member firm. KPMG does not share profits with the other KPMG member firms or with KPMG International.

30. KPMG International acts as the coordinating entity for the overall benefit of the KPMG member firms but does not provide professional services to clients. Professional services to clients are exclusively provided by member firms. KPMG member firms commit to conduct their operations in compliance with a common set of values, standards, and service quality expectations. Partners and employees within those firms commit to act with integrity at all times. Each member firm takes responsibility for its management and the quality of its work.

31. While KPMG is a separate and distinct legal entity from all other member firms of KPMG International, KPMG International has a global conflict internal computer database containing actual and potential engagement activity of the member firms for at least the last three years. The client database was created to include engagements and prospective engagements of all member firms of the KPMG International network of independent firms and firms and entities controlled by, or under common control with, one or more such member firms (collectively, the “Other KPMG Entities”), and is maintained by the Global Business Operations Office funded by KPMG International. KPMG International has given permission to a limited number of

professionals located in the United States to use the system to identify potential conflicts and potentially adverse engagements, while additional professionals are able to use the system to identify connections. For the sake of clarity, the disclosures included herein identify connections with KPMG or any Other KPMG Entities (as explained below), and none of those connections involved an engagement which was adverse to the Debtors or their estates.

32. On an ongoing basis, KPMG will conduct further reviews of its professional contacts as it becomes aware of new parties of interest, as is stated below. To the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, KPMG neither holds nor represents an interest adverse to the Debtors estates in accordance with section 327 of the Bankruptcy Code.

33. To the best of my knowledge, KPMG is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that, KPMG:

- a. is not a creditor, an equity security holder, or an insider of the Debtors;
- b. is not and was not, within two years before the date of filing of these chapter 11 cases, a director, officer, or employee of the Debtors; and
- c. does not have an interest materially adverse to the interest of the Debtors estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason.

34. KPMG has in the past been retained by, and presently provides and likely in the future will provide services for, certain creditors of the Debtors, other parties-in-interest and their respective attorneys and accountants in matters unrelated to such parties’ claims against the Debtors or interests in these chapter 11 cases. KPMG has not identified any material relationships or connections with any law firm, financial consultant or investment banker involved in these chapter 11 cases that would cause it to be adverse to the Debtors, the Debtors’ estates, any creditor

or any other party-in-interest. KPMG currently performs, has previously performed or may have performed such services for the entities listed in Schedule 2, however, except as disclosed herein, such services, to the extent performed by KPMG, are unrelated to the Debtors or their chapter 11 cases.

35. To the best of my knowledge, except as set forth herein and in Schedule 2, (a) KPMG has no connections with the creditors, any other party-in-interest, or their respective attorneys and accountants; (b) none of the KPMG partners and professionals working in these chapter 11 cases is a relative of or has any known connection with the U.S. Trustee of the District of New Jersey or of any known employee in the office thereof, or any United States Bankruptcy Judge of the District of New Jersey; and (c) none of the KPMG partners and professionals is or was within two years prior to the bankruptcy filing, an officer, director or employee of the Debtors or their non-debtor affiliates.

36. KPMG has not provided, and will not provide, any professional services to any of the creditors, other parties-in-interest, or their respective attorneys and accountants with regard to any matter related to these chapter 11 cases.

37. Notwithstanding anything to the contrary herein, from time to time, KPMG may use the services of certain professionals from the Other KPMG Entities when necessary to the performance of its professional duties and services to the Debtors. The use of such professionals allows KPMG to maximize resources and minimize costs to the Debtors' estates. KPMG will pay such Other KPMG Entities directly for the use of such professionals and will include such amounts in its fee application at KPMG's cost without any mark-up or increase.⁸

⁸ The hourly rates set forth above include the rates to be charged to KPMG by professionals from KPMG International member firms.

38. In addition, from time to time, KPMG may use independent contractors, such as software providers. However, KPMG will not profit from the use of such persons. Notwithstanding any use of any Other KPMG Entities or independent contractors, KPMG shall remain fully and solely responsible for any liabilities and obligations in respect of its engagement and services to the Debtors in these cases.

39. Only KPMG is being retained in these matters. KPMG cannot assure that an engagement will not be accepted by a foreign member firm of KPMG International for another party that may bear upon KPMG's engagement by the Debtors. However, to the extent KPMG becomes aware of such engagement and believes such engagement may bear upon KPMG's engagement by the Debtors, KPMG will file a supplemental declaration with the Court.

40. If and when additional information becomes available with respect to any other connections or relationships which may exist between KPMG, foreign member firms of KPMG International, or their partners and professionals, and the Debtors, creditors, or any other parties in interest which may affect these cases, KPMG shall file a supplemental declaration describing such information with the Court.

41. This declaration is provided in accordance with sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of April 2024.

/s/ Ryan J. Kelly

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

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors & Non-Debtor Affiliates
1(b)	Directors and Officers
1(c)	Bankruptcy Court Professionals & U.S. Trustee Personnel
1(d)	Benefit Providers
1(e)	Competitors
1(f)	Contract Counterparties
1(g)	Creditor Professionals
1(h)	Customers
1(i)	Debtor Professionals
1(j)	Depository Banks
1(k)	Insurance Providers
1(l)	Lienholders
1(m)	Litigation Parties
1(n)	Ordinary Course Professionals
1(o)	Real Estate Lessors/Landlords
1(p)	Secured Lenders
1(q)	Shareholders
1(r)	Suppliers and Vendors
1(s)	Taxing Authorities
1(t)	Unsecured Creditors
1(u)	Utility Providers

SCHEDULE 1(a)

Debtors & Non-Debtor Affiliates

1 Thrasio One Inc.	Beast Gear Ltd.
10 Thrasio Ten Inc.	Beige Foundations Inc.
11 Thrasio Eleven Inc.	Bellezo.com Ltd.
12 Thrasio Twelve Inc.	Biscotti Solutions Inc.
14 Thrasio Fourteen Inc.	Bittersweet Billows Inc.
15 Thrasio Fifteen Inc.	Blood Orange Dreams Inc.
16 Thrasio Sixteen Inc.	Bonfire Solutions Inc.
17 Thrasio Seventeen Inc.	Bonstato Gmbh
18 Thrasio Eighteen Inc.	Bonstato Inc.
19 Thrasio Nineteen Inc.	Bronze Projects Inc.
2 B Bountiful Inc.	Brunette Beginnings Inc.
20 Thrasio Twenty Inc.	Burning Neon Inc.
21 Thrasio Twenty One Inc.	Burnt Summer Citrus Inc.
22 Thrasio Twenty Two Inc.	Buttercup Creations Inc.
23 Thrasio Twenty Three Inc.	Butternut Squash Solutions Inc.
24 Thrasio Twenty Four Inc.	Butterscotch Beginnings Inc.
25 Thrasio Twenty Five Inc.	Cafe Casa Inc.
3 Thrasio Three Inc.	Califia Co.
5 Thrasio Five Inc.	California Poppy Projects Inc.
6 Thrasio Six Inc.	Candlelit Creations Inc.
7 Thrasio Seven Inc.	Cantaloupe Creations Co.
8 Thrasio Eight Inc.	Caramel Creations Inc.
9 Thrasio Nine Inc.	Carnation Creations Inc.
Acorn Creations Inc.	Carotene Consortium Inc.
Airorb Ltd.	Carrot Solutions Inc.
Alloy Ideas Inc.	Cayenne Solutions Inc.
Amber Ideas Inc.	Chai Wonder Inc.
Amber Oasis Inc.	Champagne Projects Inc.
Andromache Inc.	Charope Inc.
Angor-Pet Thrasio Two Inc.	Cheddar Creations Inc.
Antiope Corp.	Chestnut Creations Inc.
Apple Affirmations Inc.	Chili Clove Inc.
Apricot Ideas Inc.	Chili Flakes Inc.
Ash Developments Inc.	Chipshot Ltd.
Ash Developments LLC	Chrome Yellow Creations Inc.
Assassin Bug Industries Inc.	Chrysanthemum Creations Inc.
Attain Recruitment Ltd.	Cider Creations Inc.
Autumn Ideas Inc.	Cinnabar Creations Inc.
Autumn Waves Inc.	Citrine Solutions Inc.
Banana Beginnings Inc.	Classy Mango Inc.
Bartstr Ltd.	Classy Tangerine Inc.
Basketball Beginning Inc.	Clay Founding Inc.

Clementine Creations Inc.	Golden Gate Solutions Inc.
Clownfish Creations Inc.	Golden Kiwifruit Enterprises Inc.
Coffee Conclusions Inc.	Goldfish Memories Inc.
Comet Creations Inc.	Grapefruit Gusto Inc.
Copperhead Conspiracies Inc.	Green Cricket Ltd.
Coral Chrome Inc.	Habanero Pepper Projects Inc.
Corn Snake Surprises Inc.	Harley Orange Inc.
Cosmic Latte Inc.	Harvest Charm Inc.
Crab Creations Inc.	Hazel Wood Wonders Inc.
Crawfish Creations Inc.	HIC-Cork Thrasio One Inc.
Creamy Cocoa Creations Inc.	Hippolyte Ltd.
Cutie Creations Inc.	Honey Sunset Inc.
Daffodil Design Inc.	Ideal Monarch Inc.
Dahlia Dreams Inc.	Ideastream Consumer Products LLC
Daisy Decisions Inc.	Influencer Ideas Inc.
Damaze Pty Ltd.	IST Digital Ltd. Inc.
Dark Honey Design Inc.	Istack Conferences Ltd.
Dark Orange Design Inc.	Istack Holdings Ltd.
Dark Tan Designs Inc.	Istack Parent Holdings
Daybreak Developments Inc.	Istack Ventures Holdings Ltd.
Daylily Dreams Inc.	Ivory Ideas Inc.
Digital Training Solutions Ltd.	Jasper Gesture Inc.
Discus Dreams Inc.	Jiminy Ltd.
Dmd Group Inc.	Joss Solutions 2016 Ltd.
Domain Acquisitions 2 Ltd.	JSCC Asset 001
Dots For Spots Ltd.	JSCC Gk
Dreaming Oranges Inc.	JSCC Gk Asset 02
E & I Trading Ltd.	Jupiter Gesture Inc.
E&L Enterprises Ltd.	Khaki Collision Inc.
Ecom Heights LLC	Khaki Trips Inc.
Emberglow Ideas Inc.	Kingfisher Creations Inc.
Eurypyle Inc.	Kingsnake Camarilla Inc.
Faint Orange Horizon Inc.	Kitchen Tools Ltd.
Fall Foundations Inc.	Koi Creations Inc.
Fanta Flowers Inc.	Lace Decisions Inc.
Fawn Foundations Inc.	Laranja Logistics Inc.
Finding Orange Inc.	Latte Logistics Inc.
Flax Fixations Inc.	Latte Operations Inc.
Foxy Creations Inc.	Leather Logistics Inc.
Frosty Developments Inc.	Lemon Logistics Inc.
Frosty Dream Inc.	Lemur Logistics Inc.
Fulvous Formations Inc.	Levita Holdings LLC
Fyer Tropics Inc.	Liebfeld Gmbh
Ginger Cat Creations Inc.	Lifelong Online International LLC
Ginger Creations Inc.	Lifelong Online Retail Pt. Ltd.
Gingersnap Solutions Inc.	Light Fawn Foundation Inc.

Lionfish Logistics Inc.
Lobster Logistics Inc.
Magenta Peel Solutions Inc.
Mahogany Movements Inc.
Malt Decisions Inc.
Mango Movements Inc.
Mango Wonder Inc.
Maple Movements Inc.
Marigold Creations Inc.
Marmalade Mansions Inc.
Marmalade Movements Inc.
Marpesia Co.
Mars Makers Inc.
Mauve Monkey Inc.
Melanippe Inc.
Mellow Melon Inc.
Melon Movements Inc.
Meteor Movements Inc.
Mimosa Movements Inc.
Modetro Retail Ltd.
Moth Gray Inc.
Navy Monkey Inc.
Nectarine North Inc.
Nutralock Co. Pty. Ltd., The
Oat Oasis Inc.
Oats And Ideas Inc.
Ochre Organization Inc.
Old Rust Organization Inc.
Orange Crush Organization Inc.
Orange Fantasy Inc.
Orange Hope Inc.
Orange Margarita Inc.
Orange Organization Inc.
Orange Peach Projects Inc.
Orange Peel Projects Inc.
Orange Tie Dye Inc.
Orange Umbrella Creations Inc.
Orangutan Organization Inc.
Oranssi Organization Inc.
Orythia Inc.
Oyster Oasis Inc.
Pancake Ideas Inc.
Pantariste Inc.
Pantone Projects Inc.
Papaya Projects Inc.
Parchment Advances Inc.

Parchment Principles Inc.
Peach Mimosa Inc.
Peach Projects Inc.
Peanut Projects Inc.
Pearoller Ltd.
Penny Rose Solutions Inc.
Pennycopper Trading Inc.
Penthe Co.
Persian Projects Inc.
Persimmon Projects Inc.
Pizza Projects Inc.
Poppy Projects Inc.
Portocale Projects Inc.
Primrose Projects Inc.
Pro Grade Products Ltd.
Prothoe Ltd.
Pure Chimp Ltd.
Purovi Products Gmbh
Radiant Orange Inc.
Red Fox Projects Inc.
Rissav Ltd.
Rose Bud Creations Inc.
Rosewood Wish Inc.
Saferest Holdings LLC
Salmon Solutions Inc.
Sand Dollar Solutions Inc.
Sandcastle Days Inc.
Sandpaper Solutions Inc.
Sandsnake Ventures Inc.
Sandstorm Solutions Inc.
Sandy Leaf Farm Ltd.
Sapphire Monkey Inc.
Sasana Group Ltd.
Savannah Solutions Inc.
Scarlet Solutions Inc.
Schwarzwald Spirit Gmbh
Scotch Solutions Inc.
Scouse Ltd.
Seashell Solutions Inc.
Sepia Operations Inc.
Sherbert Solutions Inc.
Shortbread Solutions Inc.
Siberian Tiger Solutions Inc.
Sockeye Strategies Inc.
Soft Spice Inc.
Spicy Solutions Inc.

Starfish Solutions Inc.	Thrasio Talent Holdings Inc.
Strawflower Solutions Inc.	Thrasio UK Holdings Ltd.
Sugar Cookie Creations Inc.	Thrasio Ventures Inc.
Sunbaked Delights Inc.	Thrasio Ventures N1 LLC
Sundaze Blaze Solutions Inc.	Thrasio Ventures Q1 LLC
Sunflare Solutions Inc.	Tiger Affirmations Inc.
Sunflower Saturnalia Inc.	Tiger Stripe Creations Inc.
Sunkiss Solutions Inc.	Tomato Tasks Inc.
Sunny Operations Inc.	Topaz Traditions Inc.
Sunrise Martinis Inc.	Tortilla Tasks Inc.
Sunrise Season Inc.	Toxaris Ltd.
Sunset Solutions Inc.	Traffic Cone Tuesdays Inc.
Sweet Nectar Enterprises Inc.	Truverge International Ltd.
Sweet Potato Solutions Inc.	Turmeric Transitions Inc.
Tahiti Gold Operations Inc.	Vanilla Developments Inc.
Tan Bear Developments Inc.	Vcegh (HK) Ltd.
Tan Tendencies Inc.	Vcegh Limited LLC
Tangelo Tendencies Inc.	Vcegh Ltd.
Tangerine Ideas Inc.	Vettler Distribution Gmbh & Co. KG
Tangerine Taste Inc.	Vettler Industries Verwaltungs Gmbh
Tawny Tasks Inc.	Wallaby42 Pty. Ltd.
Tea Rose Risings Inc.	Walnut Wonders Inc.
Teal Monkey Inc.	Walrus Wonders Inc.
Thrasio Australia Holdings Pty. Ltd.	Warm Red Wonders Inc.
Thrasio Australia Import Pty. Ltd.	Wheat Ideas Inc.
Thrasio Bermuda Holdings Ltd.	William Evans Retail Ltd.
Thrasio Deutschland Holdings Gmbh	Yardline Capital Corp.
Thrasio Deutschland Services Gmbh	Zabba Amphibians Inc.
Thrasio Dutch Holdings BV	Zabba Inc.
Thrasio E-Commerce (Shanghai) Co. Ltd.	Zinnia Ventures Inc.
Thrasio Global Cross-Border E-Commerce (Shenzhen) Co. Ltd.	
Thrasio Godo Kaisha	
Thrasio Holdings Hong Kong Ltd.	
Thrasio Holdings Inc.	
Thrasio India Holdings Inc.	
Thrasio Intermediate Sub LLC	
Thrasio International Co. Ltd.	
Thrasio International Holdings Inc.	
Thrasio LI Acquisitions Inc.	
Thrasio LI Acquisitions LLC	
Thrasio, LLC	
Thrasio Malta Holdings Co. Ltd.	
Thrasio N11 BV	
Thrasio Services LLC	
Thrasio Supply Chain (Suzhou) Co. Ltd.	

SCHEDULE 1(b)

Directors & Officers

Burke, Josh
Case, Jefferson
Cashman, Carlos
Coppoletta, Jay
Evans, Stephen
Fahey, Mike
Finger, Jason
Greeley, Greg
Horton, Anthony
Hutchins, Scott
Mussafer, David
Nee, Steve
Selig, Stefan
Shure, Steve
Silberstein, Joshua
Szkutak, Tom
Urdea, Alex
Zipper, Todd

SCHEDULE 1(c)

Bankruptcy Court Professionals and U.S. Trustee Personnel

Alfaro, Adela
Altenburg, Andrew B., Jr.
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
Brown, Michael
Clausen, Joanne E.
D'Auria, Peter J.
Dugan, Dianne P.
Ferguson, Kathryn C.
Figueria, Maria
Figueroa, Nancy
Filgueiras, Juan
Flynn, Marie
Fowler, Chris
Fuentes, Neidy
Gambardella, Rosemary
Gerardi, David
Gilmore, Michael
Gravelle, Christine M.
Green, Tia
Haywood, Zelda
Heim, Robert
Hildebrandt, Martha
Jackson, Bruce
Jones, David R.
Kaplan, Michael B.
Kern, Joseph C.
Kropiewnicki, Daniel C.
Lipcsey, Diane
Martin, Kiya
McAuley, Catherine
McGee, Maggie
McGettigan, Margie
Meisel, Stacey
Moore, Sharon
Nikolinos, Alexandria
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Papalia, Vincent F.
Pappas, Ntorian

Poslusny, Jerrold N., Jr.
Primo, Mariela
Quigley, Sean
Quiles, Wendy
Renye, Heather
Richardson, Charlene
Ryan, Kathleen
Schneider, Robert J., Jr.
Shaarawy, Adam
Sherwood, John K.
Sodono, Anthony
Sponder, Jeffrey
Steele, Fran B.
Stillwell, Rachel
Stives, James
Vara, Andrew R.
Veloz-Jimenez, Lucy
Walsh, Thomas C.
Ziemer, William J.

SCHEDULE 1(d)

Benefit Providers

Fidelity Investment Institutional Operations Co. LLC
Guardian Life Insurance Co. of America
Navia Benefit Solutions
Optum Bank
United Healthcare

SCHEDULE 1(e)

Competitors

Ambr Group, The
Aterian Inc.
Berlin Brands Group GmbH
Boosted Ecommerce Inc.
Cap Hill Brands Inc.
Dragonfly Group Inc.
Foundry Brands
GlobalBees Brands Pvt. Ltd.
Go North Group AB
Growve LLC
Heroes Technology Ltd.
Heyday Inc.
Mensa Brands Technologies Private Ltd.
Merama Inc.
Monolith Brands Group Inc.
Moonshot Brands LLC
PerchHQ LLC
Razor Group GmbH
SellerX Germany GmbH & Co. KG
Unybrands LLC

SCHEDULE 1(f)

Contract Counterparties

244 West 300 North LLC	Leman USA Inc.
244 West Enterprises LLC	Liew, Tetsu
AFCO Premium Credit LLC	Mayllinebe
AP Services LLC	McQuarrie, Jared
Bacarella Transportation Services Inc.	McQuarrie, Natalie
Beachner, Brett	Mediterranean Shipping Co. SA
Bean Envy LLC	Mellow Militia LLC
Beck, Danielle	Minotti, Anna Marie
Benidt, Christine	MSC Mediterranean Shipping Co. SA
Bissell Better Life LLC	MuleSoft LLC
Bregante, Scott	Muller, Aaron
Bristols 6 Inc.	Nippon Seal (H.K.) Co. Ltd.
California Beach Co. LLC, The	Nippon Seal Co. Ltd.
Cecilio Musical Instruments Inc.	Ocean Network Express Pte. Ltd.
Chempace Inc.	Oracle America Inc.
Coode, Jeanne	Ostreicher, Aharon
DeCarlo, Anthony	Ostreicher, Isacher
DSV Air & Sea Inc.	Parker Management Co. LLC
DYG Aqua Pty Ltd.	Parker, Jason
E-Services Group Ltd.	Parker, Jena
ESR LLC	PEEVI International Investment Co. Ltd.
Fat Kid Deals Inc.	Perella, Daniel
Feuer, Michael	Pic20 Group LLC, The
Flexport International LLC	PWC
FTI Consulting Inc.	Port Priority
Fuentes, Chris L.	Quartile LLC
Fulcrum Digital Inc.	Ranger Ready Inc.
Gertner, Shimon	RC Clock Tower LP
Globalization Partners	Reid, Erica
GlowCity LLC	Reid, Nathan
Green, Robb	Rhodes, Jon
GXO Logistics Supply Chain Inc.	Ross, Adam
ICBC	Run House Store LLC, The
Jiangyin Mingde Sports Goods Co. Ltd.	Salesforce Inc.
Jin, Xin	SBR LLC
Kaamwork Technologies Inc.	Scism, Kyle
Kesten, Theodore	Selva Negra Media LC
Khoung, Kenneth	Shenzhen Qianjingxing Property
KK Music Store Inc.	Management Co. Ltd.
Lampedo Ltd.	Shoham, David
Lehman USA Inc.	Sivak, Amelia
Leman Inc.	Skoda, Robert

Smail, Henry
Snowflake Inc.
STG Drayage LLC
Storage Place Ltd., The
Storage Place UK, The
Thomo Products Ltd.
Thompson, Deborah
Thompson, Philip
Thomson, Vincent
TMC 100 Elm LLC
Trabert, Michael
UKWA Ltd.
Unicargo
Unicargo Ltd.
Ware2Go Inc.
Wasilition, Graham
WeWork Cos. LLC
Word Ape LLC
WPG Consulting GmbH
Wright, Austin
Wu, Siufong
Wuxi JHT Homeworks Co. Ltd.
XPO Logistics Managed Transportation
LLC
XPO Logistics Supply Chain Inc.
Yitong Global Cross-Border Electric
(Shenzhen) Co. Ltd.
Your Home Goods Inc.
[Confidential]
[Confidential]
[Confidential]
[Confidential]

SCHEDULE 1(g)

Creditor Professionals

Evercore Inc.
Freshfields
Gibson Dunn & Crutcher LLP
Hughes Hubbard & Reed LLP
Kelley Drye & Warren LLP
Morrison & Foerster LLP
Paul, Weiss, Rifkind, Wharton & Garrison LLP
Province LLC
Ropes & Gray LLP
Sills Cummis & Gross PC
Simpson Thacher & Bartlett LLP

SCHEDULE 1(h)

Customers

Amazon.com Inc.

SCHEDULE 1(i)

Debtor Professionals

AlixPartners LLP

Centerview Partners LLC

Cole Schotz PC

Joele Frank

Katten Muchin Rosenman LLP

Kirkland & Ellis LLP

KPMG LLP

Kurtzman Carson Consultants LLC

SCHEDULE 1(j)

Depository Banks

Bank of China Ltd.
Bank of Communication Co. Ltd.
Barclays plc
Deutsche Bank AG
First Republic Bank
ICBC
JP Morgan
JP Morgan - Morgan Money
Keybank
OFX Group Ltd.
Pay Pal
Payoneer Global Inc.
PNC Financial Services Group Inc., The
Royal Bank of Canada
SMBC
Sparkasse Gmbh
Stripe Inc.
World First UK Ltd.

SCHEDULE 1(k)

Insurance Providers

0623 AFB Lloyd's Syndicate
2623 AFB Lloyd's Syndicate
Ace American Insurance Co.
Allied World Specialty Insurance Co.
Ambridge Partners
American Alternative Insurance Corporation c/o Roanoke Insurance Group Inc.
AmWINS Brokerage of the Midwest LLC
Argonaut Insurance Co.
Berkshire Hathaway Specialty Insurance Co.
Bowhead Specialty Underwriters Inc.
Certain Underwriters at Lloyd's
Crum & Forster Specialty Insurance Co.
Endurance American Insurance Co.
Endurance American Specialty Insurance Co.
Fair American Insurance & Reinsurance Co.
Falvey Insurance Group
Federal Insurance Co.
First Republic Bank
Great American Risk Solutions
Hanover Insurance Co.
Howden Specialty Luxembourg Sarl
Insurance Co. of the State of Pennsylvania, The
Insurance Co. of the West
Lexington Insurance Co.
Liberty Surplus Insurance Corp.
Markel American Insurance Co.
Memic Indemnity Co.
Midvale Indemnity Co.
Old Republic Insurance Co.
R K Harrison Group Ltd.
Steadfast Insurance Co.
Syndicate 457 at Lloyd's
XI Specialty Insurance Co.
XPO Logistics Inc.

SCHEDULE 1(I)

Lienholders

Citibank NA
CT Corp. System
KeyBank NA
New Jersey, State of, Division of Employer Accounts
New Jersey, State of, Division of Taxation
Royal Bank of Canada
Upper 90 Capital Management LLC
Wells Fargo Bank NA

SCHEDULE 1(m)

Litigation Parties

Anschutz Corp., The
Chanfrau & Chanfrau Counselors at Law
Connolly Gallagher LLP
Cornice Ventures I LLC
Cornice Ventures II LLC
East End Trial Group LLC
Elmasian, David A.
Farmers Insurance
Horowitz, Jarrett W.
Ideastream
Kaplan Rice LLP
Kutak Rock LLP
Law Office of Nathaniel H. Akerman, The
Law Offices of Vincent Lin
Logistics Supply Chain Inc.
Potter Anderson & Corroon LLP
Russman Law Firm PC
Seppinni LLP
Silverstein, Alan R.
Stockman, Travis J.; Stockman & Poropat, LLC
Tech Help Boston LLC
Thrasio Investment Partners II
Treehouse Law
Tucker Ellis LLP
United States, Government of the, Department of Health & Human Services, Food & Drug Administration
United States, Government of the, Department of Homeland Security, Customs & Border Protection
Virtuous Outsourcing LLC
YH Goods

SCHEDULE 1(n)

Ordinary Course Professionals

Abrams & Bayliss LLP	PricewaterhouseCoopers International C.
AllBright Law Offices	Ltd.
Appleby (IOM) LLC	PricewaterhouseCoopers LLP
Avant Law Group LLC	Red Points Solutions SL
Ballard Spahr LLP	Reed Smith LLP
Bentleys NSW Pty. Ltd.	Ropes & Gray LLP
Bureau of National Affairs Inc., The	Schut van de Ven Notariskantoor BV
Büsing Müffelmann & Theye Rechtsanwälte in Partnerschaft mbB und Notare	Shapiro Arato Bach LLP
Cogency Global Inc.	Suite Inc., The
Cooley LLP	take-e-way GmbH
Davis & Gilbert LLP	Thomson Reuters Corp.
Dennemeyer & Co. LLC	TMI Associates
Donnelley Financial Solutions	TopBloc LLC
Email Marketers, The	Troutman Pepper Hamilton Sanders LLP
EMT Taxing Agent Office Inc.	Ulmer & Berne LLP
Equinox International Ltd.	Umhofer Mitchell & King LLP
Exponent Inc.	Williams & Connolly LLP
FACT Steuerberatungsgesellschaft mbH	
Frankfurt Kurnit Klein & Selz PC	
Freshfields Bruckhaus Deringer US LLP	
Gallagher Bassett Services Inc.	
Gill Jennings & Every LLP	
Görg Partnerschaft von Rechtsanwälten mdB	
Greenberg & Lieberman LLC	
Greenberg Traurig LLP	
Grunfeld Desiderio Lebowitz Silverman & Klestadt LLP	
Hilco Fixed Asset Recovery LLC	
Isarpatent mbB	
Johnson Winter & Slattery	
Lupkin PLLC	
Majmudar & Partners	
Meriplex Communications Ltd.	
Navex Global Inc.	
Neal & McDevitt LLC	
Ogletree, Deakins, Nash, Smoak & Stewart PC	
OneSource Virtual	
Page White & Farrer Ltd.	
Portfolio Media Inc.	

SCHEDULE 1(o)

Real Estate Lessors/Landlords

E-Services Group Ltd.
Property Operations LLC
RC ClockTower LP
Sun, Li
Suzhou Banban Technology Development Co. Ltd.
TMC Industrial Holdings LLC
Two Friends Realty LLC
Warschauer Platz Tenant GmbH
Yitong Global Cross-Border Electric (Shenzhen) Co. Ltd.

SCHEDULE 1(p)

Secured Lenders

Apollo Global Management
Bain Capital Credit LP
Bank of America
Barclays Bank plc
BlackRock Financial
Brookfield Asset Management
Caspian Capital
CBAM Partners LLC
Credit Suisse AG
CTC Alternative Strategies Ltd.
Ellington Management Group
Francisco Partners Management LP
Franklin Templeton
Goldman Sachs Group, The
HPS Investment Partners LLC
JFIN Asset Management LLC.
JPMorgan Chase Bank NA
Liberty Mutual Group
Monroe Capital LLC
Morgan Stanley
OakTree Capital
Onex Credit Partners
Royal Bank of Canada
Shawnee 2022-1 LLC
Tennenbaum Capital Partners
UBS AG

SCHEDULE 1(q)

Shareholders

Advent-Thrasio Investment LP
Advent-Thrasio Safe Investment LP
Advent-Thrasio Series D Investment LP
Bevilacqua, James
Cashman Family Investment LLC
Corner Capital Management LLC
Cornice Ventures II LLC
Harlan Special Opportunities Fund IV LP
Harlan Thrasio SPV LP
J. Safra Sarasin Asset Management (Europe) Ltd.
Oaktree Specialty Lending Corp.
Oaktree THR Holdings LLC
Peak6 Strategic Capital LLC
Riverpark Ventures II LP
Riverpark Ventures Thrasio Invest LLC
SC-T Investments LLC
SLP Takeoff Aggregator LP
Thrasio Acquisition I LLC
Thrasio Acquisition II LLC
Upper90 Thrasio III SPV LLC
Upper90 Thrasio IV SPV LLC
Upper90 Thrasio V SPV LLC
Upper90 Thrasio VII LLC
Upper90 Thrasio VIII SPV LLC
Upper90 X GP LLC
WTI Equity Opportunity Fund I LP

SCHEDULE 1(r)

Suppliers and Vendors

AFCO Credit Corp.	Professional Beauty Systems Ltd.
Amazon Advertising LLC	Quzhou Sanhe Outdoor Equipment
Amazon Web Services	Technology Co. Ltd.
A'Striker Enterprise Co. Ltd.	RXO Managed Transport LLC
Bissell Better Life LLC	Salesforce Inc.
Blick Rothenberg	Sanhe Outdoor
Borderfree Trade Ltd.BTX Global Logistics	Specialty Mattress
Chempace Corp.	Storage Place Ltd., The
Cooltex	Stord Inc.
CT Corporation System	Sun Pleasure Co. Ltd.
Dongguan Huixin Garment Accessories Co. Ltd.	Suzhou Yunchengyun Technology Co. Ltd.
Dongguan Luli Industrial Co. Ltd.	Tianjin Flourishing International Trade
Eshipper+ Inc.	Unicargo Ltd.
Flexport Inc.	Walsh Patel Group Consulting LLC
Google	Ware2Go Inc.
Grant Thornton LLP	Wuxi JHT Group Co. Ltd.
Guangdong Shunde Noon Electrical	XPO Logistics Inc.
Appliance Manufacturing Co. Ltd.	
GXO Logistics Supply Chain Inc.	
Hangzhou Huayi Home Textile Co. Ltd.	
Hangzhou Jinhong Sanniao Down Products Co. Ltd.	
HMRC	
Hzsamko Technologies Co. Ltd.	
Impact Manufacturing Corp.	
IPI Sports & Leisure Corp.	
Jiangyin Mingde Sports Goods Co. Ltd.	
Leman USA Inc.	
Lishui Rifeng Electrical Appliance Co. Ltd.	
Mandarin Hinting International Corp.	
Market Bound LLC (Seller Rocket)	
Maybelline Cosmetics	
Meta Platforms Inc.	
MoneyCorp US Inc.	
Ningbo Brightenlux Electric Appliance Co. Ltd.	
Nippon Seal Co. Ltd.	
Pack Tech AS	
PCI Manufacturing LLC	
Pic20 Group LLC, The	
Port Priority Corp.	

SCHEDULE 1(s)

Taxing Authorities

Alabama, State of, Department of Revenue	New Mexico, State of, Taxation & Revenue
Alaska, State of, Tax Division	Department
Arizona, State of, Department of Revenue	New York, City of, Department of Finance
Australia Customs Agency Services Pty Ltd.	New York, State of, Corporation Tax
California, State of, Franchise Tax Board	North Carolina, State of, Department of
Colorado, State of, Department of Revenue	Revenue
Connecticut, State of, Department of	North Dakota, State of, Office of State Tax
Revenue Services	Commissioner
Delaware, State of, Division of Revenue	Ohio, State of, Department of Taxation
Delaware, State of, Secretary of State	Oklahoma, State of, Tax Commission
Florida, State of, Department of Revenue	Oregon, State of, Department of Revenue
Florida, State of, Department of State	Pennsylvania, State of, Department of
Georgia, State of, Department of Revenue	Revenue
Germany, Government of, Customs	Philippines BIR
Generalzolldirektion	Rhode Island, State of, Division of Taxation
Hawaii, State of, Department of Taxation	South Carolina, State of, Department of
Idaho, State of, Tax Commission	Revenue
Illinois, State of, Department of Revenue	Tennessee, State of, Department of Revenue
Indiana, State of, Department of Revenue	Tennessee, State of, Secretary of State
Iowa, State of, Department of Revenue	Texas, State of, Comptroller of Public
Japan, Government of, Customs & Tariff	Accounts
Bureau	United Kingdom, Government of The,
Kansas, State of, Department of Revenue	Customs & National Clearance Hub
Kentucky, State of, Department of Revenue	United States, Government of the,
Louisiana, State of, Department of Revenue	Department of Homeland Security,
Louisiana, State of, Secretary of State	Customs & Border Protection
Maine, State of, Revenue Services	Utah, State of, Tax Commission
Maryland, State of, Comptroller	Vermont, State of, Department of Taxes
Massachusetts, Commonwealth of,	Virginia, Commonwealth of, Tax
Department of Revenue	Washington, State of, Department of
Massachusetts, Commonwealth of,	Revenue
Secretary of the Commonwealth	West Virginia, State of, Legal Bankruptcy
Michigan, State of, Department of Treasury	Unit
Mississippi, State of, Department of	Wisconsin, State of, Department of Revenue
Revenue	
Missouri, State of, Department of Revenue	
Montana, State of, Department of Revenue	
Nebraska, State of, Department of Revenue	
New Hampshire, State of, Department of	
Revenue	
New Jersey, State of, Department of The	
Treasury Division of Taxation	

SCHEDULE 1(t)

Unsecured Creditors

7 Easy Houseware Ltd.
BDG Media Inc.
California Beach Co.
Cecilio
ChomChom Roller
Dots For Spots Ltd.
GLH Chemical
Hearst Magazine Media Inc.
Hzsamko Technologies Co. Ltd.
Market Bound LLC
Marsh USA Inc.
S. Duraisamy & Sons
United States, Government of the, Department of Homeland Security, US Customs & Border Protection
Wuxi JHT Trading Co. Ltd.
Zendesk
Zhejiang Rifeng Electrical Appliance Co. Ltd.
Zhongshan Scott Clean&Purification Co. Ltd.

SCHEDULE 1(u)

Utility Providers

Avail Group LLC, The
Comcastasio
Oceanblue Cloud Technology Ltd.
Shenzhen Qianhai Wangwei Information Co. Ltd.

Schedule 2

KPMG Connections

SCHEDULE 2

Thrasio Holdings, Inc., *et al.*, KPMG CONNECTIONS

Debtors & Non-Debtor Affiliates

AirOrb Ltd
Beast Gear Limited
Califia Company
E&L Enterprises Limited
Ideastream Consumer Products, LLC
Modetro Retail Limited
Sandy Leaf Farm, Ltd.
Thrasio Australia Holdings Pty Ltd
Thrasio Holdings, Inc.
Thrasio, LLC
William Evans Retail Ltd

Directors and Officers

Anthony Horton
David Mussafer
Jason Finger
Stefan Selig
Stephen Evans
Todd Zipper

Bankruptcy Court Professionals

No KPMG Connections

Benefit Providers

Fidelity Investment Institutional Operations Company, LLC
Guardian Life Insurance Company of America
Navia Benefit Solutions
Optum Bank
United Healthcare

Competitors

Aterian, Inc.
Berlin Brands Group GmbH
Dragonfly Group, Inc.
GlobalBees Brands Pvt Ltd

Go North Group AB
Heroes Technology Ltd.
Mensa Brands Technologies Private Limited
Merama Inc.
Monolith Brands Group, Inc.
PerchHQ LLC
Razor Group GmbH
SellerX Germany GmbH & Co. KG
Unybrands LLC

Contract Counterparties

Adam Ross
AFCO PREMIUM CREDIT LLC
AP Services, LLC
DEBORAH THOMPSON
DSV Air & Sea, Inc.
ESR LLC
Fat Kid Deals, Inc.
Flexport International LLC
FTI (Steward Gleichenhaus)
Fulcrum Digital Inc.
Globalization Partners
GXO Logistics Supply Chain, Inc. f/k/a XPO Logistics Supply Chain, Inc.
James MacDonough
Jason Parker
Jeanne Coode
Lehman
Leman
Leman Inc.
Leman USA, Inc.
Mediterranean Shipping Company SA
Michael Feuer
MSC
MuleSoft, LLC
Ocean Network Express Pte, Ltd
Oracle America, Inc.
PHILIP THOMPSON
Port Priority
PWC
Quartile, LLC
Salesforce Inc.
Sarah O'Connor
SBR LLC
Snowflake
THOMO PRODUCTS LTD

UKWA Ltd
Unicargo
Unicargo Ltd.
WARE2GO INC
Wework
Xin Jin
XPO Logistics Managed Transportation, LLC
XPO Logistics Supply Chain, Inc.

Contract Counterparties

No KPMG Connections

Creditor Professionals

Evercore
Freshfields
Gibson, Dunn & Crutcher LLP
Hughes Hubbard & Reed LLP
KELLEY DRYE & WARREN LLP
Morrison & Foerster LLP
Paul Weiss
Province, LLC
Ropes & Gray
Sills Cummis & Gross P.C.
Simpson Thacher & Bartlett LLP

Customers

Amazon

Debtor Professionals

AlixPartners
Centerview Partners
Cole Schotz P.C.
Joele Frank
Katten Muchin Rosenman LLP
Kirkland & Ellis
Kurtzman Carson Consultants LLC

Depository Banks

Bank of China
Barclays
Deutsche Bank

First Republic Bank
ICBC
JP Morgan
JP Morgan - Morgan Money
Keybank
OFX
Pay Pal
Payoneer
PNC
RBC
SMBC
Sparkasse
Stripe
World First

Insurance Providers

0623 AFB Lloyd's Syndicate
2623 AFB Lloyd's Syndicate
ACE American Insurance Company
Allied World Specialty Insurance Company
Ambridge
American Alternative Insurance Corporation c/o Roanoke Insurance Group Inc
AmWINS Brokerage of the Midwest, LLC
Argonaut Insurance Company
Berkshire Hathaway Specialty Insurance Company
Bowhead Specialty Underwriters, Inc.
Certain Underwriters at Lloyd's
Crum & Forster Specialty Insurance Company
Endurance American Insurance Company
Endurance American Specialty Insurance Company
Fair American Insurance & Reinsurance Company
Falvey Insurance Group
Federal Insurance Company
First Republic Bank, a division of JP Morgan
Hanover Insurance Company
Howden Specialty Luxembourg S.à R.L.
Insurance Company of the West
Lexington Insurance Company
Liberty Surplus Insurance Corporation
Markel American Insurance Company
Midvale Indemnity Company
Old Republic Insurance Company
R K Harrison Group Ltd NST
Steadfast Insurance Company Insurance Corporation
Syndicate 457 at Lloyd's Insurance Corporation

The Insurance Company of the state of Pennsylvania
XL Specialty Insurance Company
XPO Logistics Inc.

Lienholders

CITIBANK, N.A.
CT CORPORATION SYSTEM, AS REPRESENTATIVE
KEYBANK NATIONAL ASSOCIATION
NEW JERSEY DIV OF TAXATION
ROYAL BANK OF CANADA
UPPER 90 CAPITAL MANAGEMENT, LLC,
WELLS FARGO BANK, NATIONAL ASSOCIATION

Litigation Parties

Connolly Gallagher LLP
Farmers Insurance
Food and Drug Administration
IdeaStream
Kutak Rock, LLP
Logistics Supply Chain, Inc (f/k/a XPO Logistics Supply Chain, Inc. “GXO”)
Potter Anderson & Corroon LLP - Tucker Ellis, LLP
Treehouse Law
US Customs

Ordinary Course Professionals

AllBright Law Offices
Avant Law Group, LLC
Ballard Spahr LLP
Blick Rothenberg
Borderfree Trade Limited
Cooley, LLP
Davis & Gilbert LLP
Donnelley Financial Solutions
Equinox International Limited
Exponent, Inc
Frankfurt Kurnit Klein and Selz, PC
Freshfields Bruckhaus Deringer US LLP
Gill Jennings & Every LLP
Greenberg Traurig, LLP
Johnson Winter & Slattery
Majmudar & Partners
NAVEX Global, Inc.
Ogletree, Deakins, Nash, Smoak, & Stewart, P.C

OneSource Virtual
Portfolio Media, Inc.
PricewaterhouseCoopers LLP
RED POINTS SOLUTIONS SL
Reed Smith LLP
Ropes & Gray LLP
Troutman Pepper Hamilton Sanders LLP
Ulmer & Berne LLP
Williams & Connolly LLP
Abrams & Bayliss LLP
Appleby (IOM) LLC
Bentleys NSW Pty Ltd
Cogency Global Inc.
CT CORPORATION SYSTEM
Dennemeyer & Co., LLC
Gallagher Bassett Services, Inc.
Görg Partnerschaft von Rechtsanwälten mdB
Grant Thornton LLP
Grunfeld, Desiderio, Lebowitz, Silverman & Klestadt LLP
Hilco Fixed Asset Recovery, LLC
Meriplex Communications, LTD (Meriplex Solutions, LLC)
The Bureau of National Affairs, Inc
The Suite, Inc.
Thomson Reuters
TMI Associates
TopBloc LLC

Real Estate Lessors/Landlords

Li Sun
TMC Industrial Holdings, LLC
Warschauer Platz Tenant GmbH

Secured Lenders

Onex Credit Partners
Apollo
Bain Capital Credit LP
Bank of America, N.A.
Barclays Bank PLC
BlackRock Financial
Brookfield Asset Management
Caspian
CBAM Partners LLC
Credit Suisse AG, Cayman Island Branch
CTC ALTERNATIVE STRATEGIES LTD

Ellington
Francisco Partners Management LP
Franklin Templeton
Goldman Sachs
HPS Investment Partners, LLC.
Jefferies and Company
JFIN Asset Management LLC
JPMorgan Chase Bank, N.A
Liberty Mutual Group
Monroe Capital LLC
Morgan Stanley Bank, N.A.
Oaktree Capital
Royal Bank of Canada
Shawnee 2022-1 LLC-Warehouse
Tennenbaum
UBS AG, STAMFORD BRANCH

Shareholders

Advent-Thrasio Investment Limited Partnership
Advent-Thrasio SAFE Investment Limited Partnership
Advent-Thrasio SAFE Investment Limited Partnership
Advent-Thrasio Series D Investment Limited Partnership
J. Safra Sarsin Asset Management (Europe) Ltd
Oaktree Specialty Lending Corporation
Riverpark Ventures II, L.P.
SC-T Investments, LLC
Upper90 Thrasio III SPV LLC
Upper90 Thrasio IV SPV LLC
Upper90 Thrasio V SPV LLC
Upper90 Thrasio VII LLC
Upper90 Thrasio VIII SPV LLC
Upper90 X GP LLC
WTI Equity Opportunity Fund I, L.P.

Suppliers and Vendors

AFCO Credit Corporation
AlixPartners Holding, LLP Dba (AP Services, LLC)
Amazon Advertising LLC
Amazon Web Services
Fascam
Flexport
Google
GXO Logistics Supply Chain Inc.
HMRC VAT

Meta Platforms, Inc.
Moneycorp US Inc.
Pack Tech A/S
Port Priority Corp
RXO Managed Transport, LLC (F/K/A XPO Logistics Managed Transportation, LLC)
Salesforce.com, Inc.
STORD, Inc.
The Storage Place
UNICARGO LTD
Ware2Go Inc.

Taxing Authorities

California FTB
Connecticut Department of Revenue Services
Department of Finance and Administration (Arkansas)
Georgia Department of Revenue
Idaho State Tax Commission
Kentucky Department of Revenue
Massachusetts Department of Revenue
Montana Department of Revenue
New Hampshire Department of Revenue Administration
New Mexico Taxation and Revenue Department
New York City Department of Finance
North Carolina Department of Revenue
NYS Corporation Tax
Ohio Department of Taxation
Oregon Department of Revenue
Rhode Island Division of Taxation
South Carolina Department of Revenue
State of New Jersey Department of the Treasury Division of Taxation
Vermont Department of Taxes
Wisconsin Department of Revenue
Alabama Department of Revenue
Alaska - Tax Division
Arizona - Arizona Department of Revenue
Australia Customs - Customs Agency Services Pty Ltd
Colorado - Colorado Department of Revenue
DC - Office of Tax and Revenue
Delaware - Delaware Division of Revenue
Delaware - Delaware Secretary of State
Florida - Department of State
Florida - Florida Department of Revenue
German Customs - Generalzolldirektion
Hawaii - State of Hawaii Department of Taxation
Idaho - Idaho State Tax Commission

Illinois - Illinois Department of Revenue
Indiana - Indiana Department of Revenue
Iowa - Iowa Department of Revenue
Japan Customs - Customs and Tariff Bureau
Kansas - Kansas Department of Revenue
Louisiana - Louisiana Department of Revenue
Louisiana - Louisiana Secretary of State
Maine - Maine Revenue Services
Maryland - Comptroller of Maryland
Massachusetts - Secretary of the Commonwealth
Michigan - Michigan Department of Treasury
Mississippi - Mississippi Department of Revenue
Missouri - Missouri Department of Revenue
Nebraska - Nebraska Department of Revenue
North Dakota - Office of State Tax Commissioner
Oklahoma - Oklahoma Tax Commission
Pennsylvania - PA Department of Revenue
Philippines BIR
Tennessee - Tennessee Department of Revenue
Tennessee - Tennessee Secretary of State
Texas - Texas Comptroller of Public Accounts
US Customs - U.S. Customs & Border Protection IPL/CBP INFO Center
Utah - Utah State Tax Commission
Virginia - Virginia Tax
Washington - Washington State Department of Revenue
West Virginia - Legal – Bankruptcy Unit
West Virginia - Legal – Bankruptcy Unit
Wisconsin - Wisconsin Department of Revenue

Unsecured Creditors

BDG Media, Inc. (Bustle Digital Group)
HEARST MAGAZINE MEDIA INC
Market Bound LLC (Seller Rocket)
Marsh USA, Inc.
U.S. Customs and Border Protection
Zendesk

Utility Providers

Comcast
The Avail Group, LL