

INDEPENDENT AUDITOR'S REPORT

This document is part of the acquisition transaction between GlobalTech Corporation ("Buyer") and InnovateTech Solutions, Inc. ("Seller") dated as of February 15, 2025. This document should be read in conjunction with Document: AUDITED FINANCIAL STATEMENTS, Document: SELLER DISCLOSURE SCHEDULES, and all other transaction documents.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of InnovateTech Solutions, Inc.:

We have audited the accompanying financial statements, which comprise the balance sheet as of December 31, 2024, and the related statements of income, comprehensive income, stockholders' equity, and cash flows for the year then ended.

OPINION

In our opinion, the financial statements present fairly, in all material respects, the financial position of InnovateTech Solutions, Inc. as of December 31, 2024, in accordance with accounting principles generally accepted in the United States.

KEY AUDIT MATTERS

1. REVENUE RECOGNITION

SaaS revenue recognized ratably over subscription period per ASC 606.

Deferred revenue of \$4,200,000 verified to customer contracts.

2. STOCK-BASED COMPENSATION

Options valued using Black-Scholes model.

Expense of \$2,100,000 recorded in accordance with ASC 718.

3. CONTINGENCIES

Litigation matters reviewed with counsel (see Document: Schedule 3.9 - Litigation and Claims).

Accruals of \$350,000 determined to be appropriate.

SECTION 3

Additional provisions related to INDEPENDENT AUDITOR'S REPORT.

All terms defined in Document: Master Acquisition Agreement apply herein.

Cross-reference: See AUDITED FINANCIAL STATEMENTS for related provisions.

The parties acknowledge receipt of all schedules and exhibits referenced herein.

This section shall survive the Closing Date as specified in Article VIII of the Master Agreement.

SECTION 4

Additional provisions related to INDEPENDENT AUDITOR'S REPORT.

All terms defined in Document: Master Acquisition Agreement apply herein.

Cross-reference: See SELLER DISCLOSURE SCHEDULES for related provisions.

The parties acknowledge receipt of all schedules and exhibits referenced herein.

This section shall survive the Closing Date as specified in Article VIII of the Master Agreement.