Seer Tier One Diligence™

Institutional Deal & Counterparty Assessment

A Seer Diligence Advisory Service

Frequently Asked Questions

What is Seer Tier One Diligence™?

Question: What exactly is Seer Tier One Diligence?

Answer:
Seer Tier One Diligence is an institutional deal and counterparty assessment framework designed to determine, at an early stage, whether an investment opportunity appears legitimate, properly constituted, verifiable, and structurally credible.

The objective is not to replace full legal, financial, or operational due diligence. The objective is to determine whether a transaction deserves that level of additional time, cost, and exposure in the first place. Because many deals fail long before formal diligence should ever begin.

What problem does the Framework solve?

Question: Why would a client engage Seer before traditional due diligence?

Answer:
Traditional diligence processes are often expensive, slow, and resource-intensive. By the time major inconsistencies emerge, legal fees, internal review time, reputational exposure, and transaction momentum may already be significant.

Tier One Diligence is designed to identify structural credibility issues early, before substantial cost and exposure accumulate.

Is Seer providing investment advice?

Question: Does Seer recommend whether I should invest?

Answer:
No. Seer does not provide investment advice, portfolio management, securities recommendations, or guarantees regarding transaction outcomes.

The Framework evaluates structural credibility, verification, counterparty legitimacy, and institutional consistency. Clients remain solely responsible for all investment decisions and independent due diligence.

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Does Seer guarantee a transaction is legitimate?

Question: If a deal passes Tier One Diligence, does that mean it is safe?

Answer:
No. No diligence process can eliminate risk or guarantee performance, legality, solvency, or future conduct.

Tier One Diligence is designed to identify inconsistencies, non-verifiable claims, structural concerns, and fraud indicators at an early stage. A favorable assessment does not constitute a certification, endorsement, or guarantee of the transaction.

What does Seer actually verify?

Question: What types of claims are reviewed during an engagement?

Answer:
Depending on the engagement scope and available materials, the Framework may include review and verification of:

- Corporate existence and registry status
- Regulatory or licensing claims
- Jurisdictional consistency
- Claimed institutional relationships
- Enforcement, sanctions, and warning-list exposure
- Counterparty identity and representation consistency
- Transaction structure alignment with institutional norms
- Historical adverse media and pattern indicators

Where claims cannot be independently substantiated, that gap is explicitly identified.

What deliverables does the client receive?

Question: What do I receive at the conclusion of an engagement?

Answer:
Clients typically receive:

- A structured assessment memorandum
- Verification findings and identified inconsistencies
- Open-item and counterparty inquiry questions
- Pattern recognition observations
- Plain-language explanation of complex structures
- Practical outcome orientation regarding whether to proceed, pause, seek clarification, or disengage

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The deliverable is designed to support informed decision-making, not simply accumulate raw data.

Does Seer contact the sponsor or counterparty directly?

Question: Will Seer communicate directly with the investment sponsor, platform, broker, or counterparty?

Answer:
Generally, no.

Clients provide the intake materials and documentation they wish Seer to assess. Seer does not represent sponsors, promote transactions, or act as an intermediary between parties.

Maintaining independence from the underlying transaction participants is a core principle of the Framework.

Can Seer work for both sides of a transaction?

Question: Can Seer represent both the investor and the program sponsor?

Answer:
No.

While we can be engaged by program sponsors for their private matters, Seer does not undertake engagements that would create simultaneous conflicts between the client's interests and the interests of a transaction sponsor, promoter, broker, or issuer.

The client engaging Seer is the sole contractual counterparty to the engagement.

Does Seer promote investment programs?

Question: Does Seer endorse or market investment opportunities?

Answer:
No.

Seer does not operate as a placement agent, securities promoter, broker-dealer, or fundraising intermediary.

Even where opportunities may be introduced or discussed, Seer does not warrant or guarantee the conduct, performance, legitimacy, or suitability of third-party programs or participants.

How confidential is the engagement?

Question: Are engagements confidential?

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Answer:
Yes.

Tier One Diligence engagements are conducted as confidential client undertakings subject to engagement agreement terms and applicable legal obligations.

Information is reviewed solely for purposes of the client engagement and is not publicly distributed.

Will Seer share one client's findings with another client?

Question: Are prior engagement findings shared across clients?

Answer:
No.

Each engagement is specific to a client, a transaction, available information, and a point-in-time assessment context.

Results are not generalized, syndicated, or redistributed to unrelated parties.

Does Seer run the Framework on its own opportunities?

Question: Does Seer apply Tier One Diligence internally?

Answer:
Yes.

The Framework is routinely applied internally to opportunities, counterparties, and transaction structures reviewed by Seer and affiliated activities.

Why doesn't Seer publish all of its internal findings?

Question: If Seer runs the Framework internally, why are those assessments not publicly released?

Answer:
Investment opportunities are highly context-specific and time-sensitive. Findings are frequently dependent on confidential materials, evolving representations, jurisdictional considerations, and client-specific objectives.

Publishing partial or historical assessments outside their original engagement context could create misunderstanding, misuse, or inappropriate reliance.

How quickly are engagements completed?

Question: What is the typical turnaround time?

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Answer:
Most Seer Tier One Diligence engagements are designed for rapid execution once intake materials are accepted and sufficiently complete.

Turnaround time varies based on several factors, including:

- Complexity of the transaction structure
- Jurisdictional scope and number of involved entities
- Completeness and organization of submitted materials
- Responsiveness and verifiability of counterparties
- Current engagement queue volume

Engagements are generally processed in the order that executed agreements, intake materials, and payment are received. While Seer is structured to deliver assessments within days whenever possible, periods of elevated demand or complex concurrent engagements may extend turnaround times.

For situations involving time-sensitive opportunities, Seer may offer an expedited engagement option, subject to availability and additional fees. Expedited engagements are prioritized operationally and moved ahead within the active assessment queue for accelerated review.

What types of clients use Seer Tier One Diligence?

Question: Who typically engages the Framework?

Answer:
Clients may include:

- Family offices
- Institutional allocators
- RIAs and fund-of-funds
- Corporate treasury teams
- Strategic investors
- Private investors evaluating complex transactions

These clients generally seek clarity regarding transaction legitimacy and structural credibility before committing additional resources.

What happens if a sponsor refuses to answer questions?

Question: Is lack of cooperation itself meaningful?

Answer:
Often, yes.

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In many cases, evasiveness, hostility, unexplained urgency, or refusal to provide basic verification can itself become a relevant diligence signal.

One purpose of the Framework is to develop targeted, professionally structured inquiries that test the consistency and verifiability of transaction representations. These structured inquiries are one of the deliverables of the assessment and suitable for the client to copy, modify and paste into a document or email for communication with program sponsors and legal counsel.

Does Seer provide legal opinions?

Question: Is the assessment a legal opinion or regulatory determination?

Answer:
No.

Seer does not provide legal opinions, formal regulatory determinations, audit opinions, or forensic certifications unless explicitly stated through separate professional engagement structures.

Clients should retain qualified legal, accounting, compliance, tax, and regulatory professionals where appropriate.

Can Seer detect fraud?

Question: Is the Framework intended to identify fraud risk?

Answer:
Yes, in part.

The Framework incorporates pattern-recognition analysis designed to identify characteristics commonly associated with misrepresentation, fabricated institutional structures, unverifiable counterparties, and known transaction fraud archetypes.

However, absence of identified concerns should never be interpreted as confirmation that fraud or misconduct is impossible. Humans remain astonishingly creative under financial pressure.

What is the intended outcome of the Framework?

Question: What is the core purpose of Tier One Diligence?

Answer:
The purpose is simple:

To help clients determine, quickly and rationally, whether a transaction is worth pursuing further before additional time, capital, legal expense, and reputational exposure are committed.

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Reference Terminology & Usage

For clarity and readability throughout this FAQ and related Seer materials, certain terms may be used interchangeably when referring to the Seer Tier One Diligence process and related activities.

Reference Terminology

"The Framework"

Refers to the proprietary Seer Tier One Diligence methodology, analytical structure, review process, and assessment procedures used during an engagement.

"An Assessment"

Refers to the execution of the Framework in relation to a specific transaction, opportunity, counterparty, or client-submitted matter.

"An Engagement"

Refers to the formal client relationship established under the Seer Tier One Diligence Engagement Agreement, including intake, analysis, review, and delivery of findings.

"Run the Framework"

Refers to the operational execution of the Seer Tier One Diligence process on behalf of a client.

"Client"

Refers to the individual, entity, family office, adviser, institution, or authorized representative formally engaging Seer Diligence Services.

"Counterparty"

Refers to the client engaging Seer under the applicable engagement agreement. The client is the sole contractual counterparty to the engagement and is the party from whom Seer receives intake materials, documentation, and instructions relating to the assessment.

"Sponsor" or "Program Sponsor"

Refers to the investment program promoter, issuer, platform operator, project representative, or transaction source presenting or facilitating an opportunity.

"Opportunity"

Refers broadly to any proposed investment, transaction, program, platform, structure, allocation, placement, financing arrangement, or related financial undertaking presented for review.

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“Verification”

Refers to Seer’s effort to independently substantiate specific factual representations using available records, registries, regulatory sources, public information, and supporting documentation.

Verification does not constitute certification, legal attestation, or guarantee of future conduct or performance. Because humans can technically be legitimate on Tuesday and catastrophic by Thursday afternoon.

“Point-in-Time Assessment”

Refers to the fact that all findings, observations, and conclusions are based solely on the information available at the time the engagement is conducted.

Subsequent developments, disclosures, structural changes, or newly discovered information may materially alter findings after delivery.

“Open-Item Inquiries”

Refers to the structured follow-up questions, clarification requests, and counterparty inquiries developed during the engagement process to address gaps, inconsistencies, or unresolved representations.

“Institutional Standards”

Refers generally to structural, regulatory, operational, and documentation characteristics commonly associated with legitimate institutional transactions and professionally constituted financial arrangements.

“Fraud Patterns” or “Fraud Archetypes”

Refers to recurring structural characteristics, representations, inconsistencies, behavioral indicators, or documentation patterns commonly associated with misrepresentation, deceptive schemes, fabricated institutional structures, or financial fraud activity.

“Structured Memorandum”

Refers to the written assessment deliverable provided at the conclusion of an engagement summarizing observations, findings, inconsistencies, verification results, and practical considerations relevant to the reviewed opportunity.

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