

Offit Kurman, P.A.*
Attorneys At Law

Terms and Conditions of Representation

1. Our representation of you will be limited to issues arising under the laws of the United States in jurisdictions in which Offit Kurman is licensed to practice. If it is necessary to engage counsel in jurisdictions in which Offit Kurman is not licensed to practice, or if it is necessary to engage counsel outside of the United States, Offit Kurman will be pleased to work with local counsel who will have the primary responsibility of ensuring that local laws are satisfied.

2. Where applicable, you should review all or your applicable insurance policies to determine if insurance coverage is available for the matter that is the subject of this representation. In the event you have available insurance coverage which may apply to the matter that is the subject of this representation, it is critical that you place the appropriate insurance carriers on notice immediately or you may jeopardize your rights to coverage under those policies. It is strongly recommended that you consult with your broker or underwriter to ensure that your rights to coverage under all applicable policies are protected. We do not undertake any responsibility to advise you as to the existence, applicability, or availability of insurance coverage for the matter[s] in which we are representing you, unless we have expressly agreed to do so in writing, and you have provided us with copies of the applicable insurance policy or policies. If any insurance company undertakes the payment of any portion of our billing statements, you will remain responsible for any amounts not paid by the insurance company.

3. Although our representation of you may primarily be handled by one attorney, various portions of the representation may be delegated, as appropriate, to other firm attorneys, paralegals and law clerks. The billing rates of each attorney, paralegal and law clerk working on your engagement will be reflected on your monthly billing statement, and a list of the billing rates of each attorney, paralegal and law clerk in our firm is available at your request. In the event that our rates increase in the future, you will be advised of changes in billing rates in the first billing statement that includes charges at the new rates in effect and you will be responsible for payment for services at that new rate.

4. On occasion, there may be circumstances when billing for our services on an hourly basis is not appropriate. Under such circumstances, we will advise you that standard hourly billing is not appropriate, and, with your consent, we will bill you for services on an alternative basis.

5. Any and all activities performed on your behalf by our professional staff will be considered billable time; these activities include, but are not limited to: the making and receipt of telephone calls; drafting and review of correspondence and email; preparation and review of papers, agreements and memorandum; fact investigation; reading and analyzing written materials; travel to and from meetings and court appearances; preparation for meetings and court appearances; and conferences with you, experts, or other attorneys.

6. You will receive invoices describing the services rendered and costs advanced on your behalf on a monthly basis. Full payment of all amounts invoiced is due within 30 days after the date of the invoice. Questions or objections to any invoice or portion thereof must be raised within 30 days of receipt, or you will be deemed to have approved the invoice. If you do not pay Offit Kurman for the services rendered or costs advanced on your behalf within 30 days after the date of the invoice, Offit Kurman reserves the right to apply interest at a rate of twelve percent (12%) per year or, in California, at a rate of ten percent (10%) per year, to any and all overdue balances. Offit Kurman reserves the right to change your billing arrangement for the

duration of the representation if you are unable to pay your balance in full on a monthly basis at any point during the representation.

7. If the matter for which we are retained involves litigation where a contractual provision, statute, or rule provides for assessment of attorney's fees and costs, such fees and costs may be awarded by the court both before and at the time of any final order or decree. Because fee and cost awards are totally unpredictable, payment of our fees and costs is not dependent or contingent upon the award and/or receipt of counsel fees or costs decreed by order of court. All fees, expenses, and costs incurred are your responsibility and obligation.

8. During the course of this engagement, certain advance payments may be incurred on your behalf. We expect you to prepay expenses in the form of an advanced retainer, or alternatively to provide Offit Kurman with your credit card information to charge these advances.

9. During the course of this engagement, certain third-party vendor expenses may be incurred which include, but are not limited to, engagement of expert witnesses, appraisers, consultants, attorneys with expertise in a particular practice area or geographic area, graphic resources, court reporters, and document scanning and management specialists. If we believe that the services of such a third-party vendor are needed, we will discuss them with you when and if the need arises. Where services are provided by an outside vendor Offit Kurman will advise the vendor to bill you directly and Offit Kurman will have no responsibility for paying those fees and expenses. In situations where an outside vendor is not willing or able to bill you directly, we expect you to prepay expenses in the form of an advanced retainer, or alternatively to provide Offit Kurman with your credit card information to charge these expenses. Offit Kurman will bill you for certain incidental expenses, such as courier fees, outside copying charges, parking, and local travel expenses. Offit Kurman charges an administrative expense reimbursement in the amount of two percent of invoiced fees in lieu of charging you for internal costs such as regular postage, internal photocopying, overnight delivery charges, document storage, data storage, office supplies, and software license fees.

10. If you do not pay Offit Kurman for the services rendered or costs advanced on your behalf, we may be forced take legal action to collect our fees and/or any expenses due to Offit Kurman. Should this ever become necessary, you agree to reimburse us fully for all costs associated with the collection of your outstanding balance, including, but not limited to, reasonable attorneys' fees charged at our standard rates, plus interest applied to the unpaid balance, calculated at the rate of twelve percent (12%) per year or, in California, at a rate of ten percent (10%) per year.

11. Unless you instruct us otherwise, to the extent practicable, we will generally transmit copies of documents to you via e-mail. Document productions made and received will generally be scanned to create searchable, electronic copies of documents. If this task is to be outsourced, to the extent practical, we will provide you with an estimate. If the documents are scanned in-house, you will be charged for the time of a paralegal to scan and electronically organize the documents.

12. Spoliation is the willful destruction of evidence or the failure to preserve potential evidence for another's use in pending or future litigation. By retaining Offit Kurman, you acknowledge that in the event that litigation is filed, or potentially will be filed, you have an obligation to preserve any potential evidence that may be relevant to issues in your case. Potential evidence includes electronically stored information (ESI) such as email, whether on personal devices or work computers (including deleted emails), text messages, word processing files, spreadsheets, social media content (Facebook, Twitter, LinkedIn, Instagram, etc.), and any other electronic information that may be stored on desktops, laptops, servers, mainframes, smartphones, tablets, employees' home computers, or on a variety of other platforms. You are advised that you must retain, in their

current condition, all data and information on any computers, laptops, tablets, smartphones or any other device capable of storing data. You must also retain hard copies of documents including photographs, financial records (whether personal or business), letters, and the like during the pendency of the litigation if they currently exist. Intentional or negligent destruction or failure to preserve potential evidence can result in severe sanctions, such as civil contempt, financial penalties, or dismissal of a claim or defense.

13. In connection with our representation of you, we will rely upon representations made by you, your staff, and your agents and representatives. For all purposes related to our representation, we shall be entitled to rely upon those representations as being true and accurate representations of fact and shall not be required to conduct any independent investigation thereof. Offit Kurman shall have no obligation to conduct investigation into whether there exist other relevant facts which have not been presented to us.

14. Because of the nature of legal matters and proceedings, it is difficult to forecast the outcome of litigation, negotiations, proceedings, or matters, or to predict what the total fee might be. The attorneys and the firm make no representation or guarantee concerning the outcome of the litigation, negotiations, proceedings, or matters for which we have been engaged, nor with respect to your total fees, costs or expenses arising from or related to this matter and our representation of you.

Similarly, at the commencement or during our representation, we may express opinions or beliefs concerning the litigation, negotiations, proceedings, or matters, various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion, based only on information available to us at the time, and should not be construed as a promise or guarantee of results or outcome.

15. It is impossible for us to project the amount of time that will be devoted by the firm to your needs. If, at your request, Offit Kurman provides a proposed budget or other estimate of costs and fees that may be incurred in connection with your representation, you agree that such estimate or budget is not a promise or guarantee by Offit Kurman that fees and costs will be below the estimate or budget, and you will pay Offit Kurman's fees and costs which are in excess of the estimate or budget.

16. If at any time you decide that you would like us to cease further activity on your behalf, you should notify us in writing. Likewise, we may withdraw as counsel, terminate this Agreement, and be relieved of the responsibility of performing further work on your behalf, by notifying you in writing. Reasons for such termination on our part may include, but are not limited to, failure on your part to pay fees or expenses under the terms of this Agreement in a timely manner, failure to cooperate with the firm in preparation and/or execution of your legal needs, reasons mandated by the rules of professional conduct governing lawyers, a significant disagreement arises as to legal strategy, or discovery or analysis of facts and/or law which lead the firm to conclude that your matter should not be pursued. In such an event, you agree to pay any remaining balance owed on your account within 30 days of the termination of this engagement.

17. After our representation of you has ended and we have received payment for all of the services rendered and costs advanced, we may request that you or an authorized representative pick up your files or documents that have been produced during the course of the representation. Absent extenuating circumstances or cases in which our firm specifically agrees to hold certain documents for you, you agree to retrieve the documents within 90 days of our request. If we do not hear from you within that 90-day period, or if you do not want us to return these to you, please be advised that we may destroy all paper copies other than those original copies that we determine must be maintained for statutory or other reasons.

18. If an attorney working on your behalf terminates their employment with Offit Kurman at any time during or after our representation of you, you will be given the opportunity to begin working with another attorney at Offit Kurman or to transfer your files with the departing attorney to their new firm. If you elect to terminate your representation of Offit Kurman and engage the departing attorney for continued representation, all outstanding invoices due for services rendered while at Offit Kurman are due in full and payable to Offit Kurman within 30 days of the date of invoice.

19. After completion of Offit Kurman's representation of you in this matter, changes may occur in laws or regulations that could have an impact on your rights, responsibilities, and liabilities. Unless you specifically engage Offit Kurman to provide additional legal advice on issues arising after completion of this engagement, Offit Kurman has no continuing obligation to advise or counsel you on future developments.

20. Offit Kurman represents companies and individuals who may at some point in time after this engagement has concluded have matters in conflict with you or your affiliates. Offit Kurman shall not be precluded from representing other clients who are averse to you or your affiliates in matters that are not related to this engagement. By engaging Offit Kurman, you agree to waive any such conflict and will not seek to have Offit Kurman disqualified as counsel to another client in the event of such adverse matters.

21. This Agreement shall in all respects be interpreted, enforced, and governed by and in accordance with the laws of the State of Maryland and without regard to its rules regarding choice of law. By execution of this Agreement, the Parties are consenting to personal jurisdiction and venue in the federal courts for the District of Maryland and, where subject matter jurisdiction is lacking, in the state courts located in Montgomery County, Maryland, with respect to all matters. Without waiving the foregoing, should you and the Firm have a dispute involving fees or the payment thereof, you and the Firm agree that such dispute may be brought before any applicable state or local mandatory arbitration program and, where required, shall be brought in such a forum. Except where such waiver is expressly prohibited, such as in North Carolina, the Parties hereby agree to WAIVE ALL RIGHTS TO A TRIAL BY JURY in the event that either Party seeks to litigate any claim against the other Party.

22. The following terms and conditions shall apply to any retention of Offit Kurman that is subject to the California Rules of Professional Conduct:

- a. Our communication will be confidential and such information will not be released to third parties except upon your authorization or court order. For this purpose and in accordance with the evidentiary privileges afforded lawyer-client communications provided under California law, our confidential communications will also include all such other information disclosed by us to a third party to whom you have authorized its release, provided such third party is present in your matter to further your interest in our legal representation of you, or is an authorized third party to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which you have retained our legal representation. As an example, you may authorize us to consult with your accountant, financial advisor, investment broker/agent and others in connection with our legal representation of you. All communications with and disclosures to such third party reasonably necessary for the transmission of confidential information or to accomplish the purpose of such legal representation shall be deemed confidential under such evidentiary privilege. You further agree that all of your communications concerning your matter will be directed by you solely to us unless we are otherwise physically present with you when such confidential information is disclosed to a third party, or in joint conference with you and such third party in instances of electronic communication.

- b. Upon default in payment, we will also have the right to seek to withdraw from all further representation in accordance with California Rule of Professional Conduct §1-16. We will also have an attorneys' lien on any money or property awarded or payable to the Client as a result of any litigation initiated for any sums due our Firm under this letter. This lien may significantly impair Client's interests because the Firm may be able to delay payment of any recovery or settlement funds to Client until any disputes with the Firm about unpaid attorney fees and costs advanced have been resolved. Therefore, we are required in this letter to advise Client that Client may seek the advice of an independent lawyer of Client's choice regarding this lien. Client acknowledges that Client has been advised to seek independent legal advice about granting the Firm this lien and has had a reasonable opportunity to do so. By signing this fee agreement and returning it to the Firm, Client represents that Client has either obtained legal advice about this lien or has decided that it was unnecessary to do so, and that Client understands that an attorney's lien may significantly impair Client's interests.

23. Pursuant to the California Rules of Professional Conduct §1.4.2, you are hereby notified that our Firm maintains errors and omissions insurance coverage.

24. The following shall apply to any retention of Offit Kurman that is subject to the New York Rules of Professional Conduct: This engagement letter and these terms and conditions are provided to you in accordance with Rule 1.5(b) of the Rules of Professional Conduct and Part 1215 of the Joint Rules of the Appellate Division of the Supreme Court of the State of New York. In the event that a dispute arises between us related to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, as administered locally by the Joint Committee on Fee Disputes and Conciliation. A notice prepared by the New York State Board of Governors of the Fee Dispute Resolution Program which describes your rights under New York law, the instructions and procedures of the Program, and the forms for use of the Program are available upon request or online at www.nycourts.gov/admin/feedispute. If for any reason the Fee Dispute Resolution Program will not agree to arbitrate the dispute, it will be submitted to arbitration by a single arbitrator at JAMS in New York, New York, and in accordance with the JAMS Rules for Commercial Arbitration. This agreement does not foreclose the parties' attempting to resolve a fee dispute at any time through voluntary mediation.

25. The following shall apply to any retention of Offit Kurman that is subject to the New Jersey Rules of Professional Conduct: In the unlikely event that a dispute as to our fees or any expenses incurred by us on your behalf arises, and the dispute is not resolved by mutual agreement, you have the right to submit the dispute to the Fee Arbitration Program created by the Supreme Court of New Jersey within thirty (30) days of our notification to you of our intent to take action to collect a past due bill. See New Jersey Rule of Court 1:20A-1, et seq. The right to submit a dispute to the New Jersey Fee Arbitration Program supersedes any contrary provision in any engagement letter and these Terms and Conditions of Representation.

26. You understand judgments and liens, including but not limited to consensual liens perfected by UCC Financing Statements, become unenforceable after the time provided by law. However, judgments and liens can be renewed as provided by law. You understand and agree that our Firm assumes no responsibility for keeping track of the date any judgment, lien, or UCC Financing Statement will become unenforceable, of notifying you thereof or for renewing any judgment, lien, UCC Financing Statement, or other deadline. You assume responsibility for tracking the date all judgments, liens and UCC Financing Statements will become unenforceable and relieve our Firm from doing so. You agree to provide a written request to us no earlier than six (6) months and no later than four (4) months prior to the date a judgment, lien or UCC Financing Statement

will become unenforceable in the event you wish to have us renew such judgment, lien, or UCC Financing Statement.

27. In the event our engagement letter is not signed for any reason, but you nevertheless request that the firm perform work, or if you pay any invoices rendered by the firm, such request(s) for legal services and/or payment of invoices shall operate as your full acceptance of the terms of the engagement letter and these Terms and Conditions of Representation.

28. These Terms and Conditions of Representation may be updated on an annual basis and will be made available at the web address shown in the footer below.

*In states that do not recognize a P.A., Offit Kurman operates as a P.C.

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