

KOLEY ■ JESSEN

A T T O R N E Y S

STANDARD LITIGATION TERMS OF ENGAGEMENT (Effective as of October 1, 2025)

These are the Firm’s standard litigation terms of engagement (“Standard Terms of Engagement”). This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and generally how our charges will be determined and billed unless otherwise agreed to in writing. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive. Because these terms are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. Unless otherwise modified in our engagement letter (“Engagement Letter”), these Standard Terms of Engagement (as amended from time to time) govern our agreement for legal services and shall apply to all legal services we provide on your behalf. All capitalized terms not otherwise defined herein have the meaning set forth in your Engagement Letter with the Firm, which is hereby incorporated by this reference. Consistent with the Engagement Letter you are sometimes referred to as “Client” herein.

Who Will Provide the Legal Services?

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of the work to other attorneys, paralegals, legal assistants or nonlegal professionals in the Firm. We do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely, efficient and cost-effective manner.

The Scope of the Representation

As attorneys, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the Firm has agreed to provide. In our Engagement Letter, we specify the matter in which we will provide representation and the scope of the services we will provide which may include additional matters outside the original matter. We will provide services of a strictly legal nature related to the matters described in the Engagement Letter. You will provide us with the factual information and materials we require to perform the services identified in the Engagement Letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the Engagement Letter. If there are any questions about the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact at the Firm.

In connection with the Firm’s representation of you, the Firm is authorized and able to use software, programs, and/or other computer or cloud based tools that involve artificial intelligence (“AI”) and/or generative AI. Should you have any questions about how AI and/or generative AI may be used in your representation, please contact your principal contact at the Firm.

Who Is Our Client?

It is our policy to represent only the person or entity identified in the Engagement Letter and not any affiliates or other party. For example, unless otherwise specifically stated in the Engagement Letter, if you are a corporation, partnership or limited liability company, our representation generally does not include any parents, subsidiaries, employees, officers, directors, shareholders, partners or members. If you are an individual our representation generally does not include your employer, business entity, partners, spouse, siblings, children or other family members. Our professional responsibilities are owed only to that person or entity identified in the Engagement Letter, and no conflict of interest will be asserted by you because we represent persons or entities with respect to interests that are adverse to persons or business organizations who may have a relationship with you. We also may represent individuals, executives, shareholders, officers, directors, members, managers, partners or other persons related to the person or entity in matters that do not conflict with the interests of the person or entity, but any such representation may be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected or paid by the insurer.

Unless the Firm specifically agrees in writing to the contrary, the Firm will not be responsible for: (a) reviewing the Client's insurance policies, whether providing primary or excess coverage, to determine if there may be coverage for any claim made against the Client or for fees and costs that the Client incurs in any matter; or (b) notifying the Client's insurers or re-insurers about any matter.

Your Cooperation and Communications

For our relationship to succeed, it is essential for you to provide us all factual information reasonably relevant and material to the subject matter of our representation. In this regard, you agree to: (a) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (b) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (c) attend meetings, conferences and other proceedings when it is reasonable to do so; (d) keep us apprised on a timely basis of your current physical address, phone number, and email address; (e) provide any updated information regarding any potential conflict issues and (f) otherwise cooperate fully with us in all matters relating to the engagement.

Your communications with us are legally protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client receives the privileged communication, we recommend that you keep our oral, written and electronic communications in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place. Additionally, we advise that you avoid discussing our communications (including our billing statements) with any third-party as such discussions could waive the attorney-client privilege. All communications between you and the Firm should be kept confidential.

In some instances an email address will be utilized for the purposes of communicating with you. When sensitive information related to our representation of you is transmitted via email there is the potential that such information will be inadvertently disclosed to third-parties. You and the Firm shall endeavor to avoid and address inadvertent disclosure to third-parties. You also consent to the transmission of all communications, including communications containing sensitive

information, relating to our representation of you via email and the storage of all documents, correspondence and electronically stored information related to the representation in a secure cloud storage facility.

For individual clients, the Firm strongly recommends that you provide us with an email address that you personally own (i.e. @gmail, @hotmail, @yahoo etc.) and only use this email address to communicate with us. Please realize that your employer likely owns any email address it has provided to you and therefore, such email address is not considered private. Use of your work email address could result in the waiver of the attorney-client privilege.

Depending on your particular matter, for example, litigation, you may receive a request to preserve electronically stored information that is or may be relevant to your matter. Your obligations to preserve information are material. If you have questions, please contact us to discuss your obligation to preserve electronically stored information.

Conflict of Interest

The Firm represents many entities and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other client consents in writing to that representation.

If a controversy unrelated to the subject matter of the representation develops between you and any other client of our Firm, we will follow the applicable rules of professional conduct to determine whether we may represent either you or the other client in the unrelated controversy.

Conflicts of interest are a concern for attorneys and their clients. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, it simply reflects that we take very seriously our professional responsibilities to all clients and prospective clients.

It is possible that we may be asked to represent someone whose interests may be adverse to your interests in some fashion. We are accepting this engagement on the understanding that our representation of you will not preclude us from accepting any other engagement from any existing or new client provided that (a) such engagement is not substantially related to the subject matter of any services we are providing to you and (b) by accepting such other engagement we would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications you have made to us.

Regarding the above, rules concerning conflicts of interests vary with the circumstances and the jurisdiction. In order to avoid any uncertainty, our policy is that the Nebraska Rules of Professional Conduct will be applicable to the representation. Your acceptance of the Engagement Letter means you agree with that policy.

How We Set Our Fees

The basis for determining our fee for legal services is generally set forth in the Engagement Letter. If the Engagement Letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved, the legal skill required to perform the particular assignment and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the attorney or attorneys in the Firm who perform the services. To facilitate this determination, we internally assign to each attorney and paralegal an hourly rate based on these factors. Our internal hourly rates change from time to time, including but not limited to annually, to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular attorney's and paralegal's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We generally record and bill our time in one-tenth hour (six minute) increments. Because of the complexity of the Firm's practice and the matters for which we provide services, different rates may be used for different matters.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we otherwise agree in writing, an estimate does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated and often depends on factors outside of our control.

Charges for Other Expenses and Services

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges, we will bill them to you as a part of your monthly invoice. Accordingly, our invoices usually will include amounts, not only for legal services rendered, but also for other expenses and services. Examples may include charges for such items as travel, lodging, meals, express mail, court costs, service of process fees, court reporter fees, deposition costs, expert/consultant costs, filing, recording, certification, registration fees charged by governmental bodies, publication costs, third-party courier services, certain charges for computerized legal research and complex document production. Expenses generally will be billed at cost. In the event that we are refunded an unidentified cost or a cost that is not readily identifiable, we are not obligated to issue a refund. On the other hand, if we receive a refund of a readily identifiable cost that has been billed to you, you will be refunded that cost. We generally do not charge for facsimiles, Firm messenger deliveries, routine postage, long distance calls or internal photocopying.

The use of electronic storage of information is now prevalent in all aspect of personal and business life. Matters involving the production and/or analysis of electronically stored information may result in additional material fees and costs being incurred by the Firm and/or by third-party vendors on your behalf.

Although we advance third-party disbursements in reasonable amounts, we may ask you to pay larger third-party invoices (usually those over \$250.00) directly to the vendor. Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

Fees for Audit Letters

Initial routine responses to audit letter requests will be charged at the greater of (i) actual time recorded by attorneys working on substantive disclosure matters, along with the audit letter committee and paralegal who coordinates the entire process, or (ii) a flat fee of \$750. Updates to the initial routine responses to audit letter requests will be charged at the greater of (i) actual time recorded by attorneys working on substantive disclosure matters, along with the audit letter committee and the paralegal who coordinates the update process, or (ii) a flat fee of \$375.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and other charges. Our invoice is due upon receipt. A two percent (2%) processing fee will be automatically added to all credit card payments to the Firm. The processing fee applies only to credit card payments and is not applicable to any other forms of payment, including eChecks, debit cards, or prepaid cards. You may opt to enroll in our auto-payment program, which will automatically deduct the invoiced amount from your designated account on the due date.

Should your account become delinquent and satisfactory payment terms are not arranged, the Firm reserves the right to take such actions as are permitted by the applicable rules of professional conduct. Such actions may include, but are not limited to, the charging of interest at the rate of 12% per annum on amounts more than 30 days past due, the refusal to perform additional services until your account is brought current and/or the termination of our relationship with you.

If the representation will require a concentrated period of activity, for example, in litigation, a trial, arbitration or other material evidentiary hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration or such hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit required, we will have the right to cease performing further work and withdraw from the representation.

Payment of our hourly fees and costs is not contingent on the ultimate outcome of our representation. Only those portions of fees identified as contingent in the Engagement Letter, if any, are contingent on the ultimate outcome of our representation.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time-to-time, we assist clients in pursuing third-parties for recovery of attorney's fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us.

Questions regarding your billing statement should first be directed to our Accounting Department by calling (402) 390-9500.

Termination

Because our Firm has been engaged to provide legal services in connection with the representation in the matter as defined in the Engagement Letter, the attorney-client relationship terminates upon our completion of our services related to the representation in the matter. After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Unless we are actually engaged after the completion of the representation to provide additional advice on such issues, the Firm has no continuing obligation to give advice with respect to any future legal developments that may relate to the matter. In addition to the foregoing, we reserve the right to terminate this engagement in accordance with the applicable rules of professional conduct.

If you later retain us to perform further or additional services, the Firm's then-current Standard Terms of Engagement shall apply to the further or additional representation.

We look forward to the opportunity to complete our representation of you in the specified matter. You may, however, terminate our representation at any time, with or without cause, by notifying the Firm in writing. We will return your papers and other property to you promptly upon receipt of your written request for those materials unless they are appropriately subject to a lien. Such return will be done electronically unless otherwise agreed to in writing. We reserve the right to retain a copy of any such materials. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorneys' work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of attorneys.

Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

Notwithstanding any of the foregoing, you agree that we may contact you with Firm updates, legal updates or other publications. You also agree that we may send you invitations to events such as client seminar on various legal topics. We may contact you for these purposes by email, mail or telephone (as appropriate). If you prefer not be contacted for these purposes, please email us at: info@koleyjessen.com.

Retention of Records

The Firm may adopt policies from time to time concerning the retention or destruction of records relating to engagements by clients and you agree to be bound by these policies. Generally, when we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate after a certain period of time (generally five (5) years), absent a written agreement between us to the contrary or as otherwise required by law. Upon a written request to return records relating to your engagement, the Firm reserves the right to retain a copy of any or all such records in its sole discretion for any period of time it deems necessary. In referring to records, we include electronic and 'hard copy' records.

As a general rule, the Firm will not retain or store original documents. Original documents not retained by us will be sent to you or destroyed, as we deem appropriate under the circumstances unless otherwise agreed to in writing with you.

Disclaimer

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that neither the Firm, nor any of its attorneys, shareholders, associates, employees, or agents, have made any promises or guarantees to you about the outcome of the representation, and nothing in the Engagement Letter or these Standard Terms of Engagement shall be construed as such a promise or guarantee. Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment. We, however, cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Litigation Terms and Conditions Regarding Documents

Matters involving the collection, processing, hosting, review, storage, and/or production of electronically stored information, data, and documents may result in additional fees and costs being incurred by the Firm and/or by third-party vendors on Client's behalf. The Firm may also engage project managers, data analysts, or other litigation-support vendors as reasonably necessary to ensure a defensible and cost-efficient discovery process. All such third-party charges will be invoiced to Client, unless otherwise agreed in writing. Client shall be responsible for these fees and costs, the current rates are set forth in Schedule 1 hereto, which rates may change from time to time.

To the maximum extent permitted under applicable law, the Firm, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, successors, or assigns ("Firm Parties") shall not be liable to Client or any party claiming through Client, under any circumstances or under any legal theory, whether in tort, contract, or otherwise with respect to data import, maintenance, or review services, for any indirect, incidental, special, consequential, or exemplary damages arising from or relating to: 1) the data's availability; 2) the acts, omissions, or conduct of any third party; 3) these terms; 4) lost profits, revenue, goodwill, content or data; or 5) any use of data made available on any internet resource or webpage linked through a third-party vendor, even if the Firm Parties have been advised of the possibility of such damages.

The Firm Parties' aggregate liability to Client in any matter arising from or related to data import and maintenance shall not exceed the total amounts paid by Client to the Firm for such data import and maintenance services (this does not include amounts paid by Client to the Firm for legal services) in the twelve (12) months immediately preceding the event giving rise to such liability.

Some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages. In such states or jurisdictions, the Firm's liability is limited

to the extent permitted by law.

Client agrees to indemnify and hold harmless the Firm Parties from and against any loss, liability, or expense, including reasonable attorneys' fees and expenses and court costs, arising out of or related to any data or document submitted to the Firm. The Firm reserves the right to control the defense and settlement of any action or proceeding against any Firm Party that Client is bound to defend pursuant to the foregoing.

Execution of Document

You agree to execute any and all documents necessary to authorize and/or enable the Firm to represent you in the matters which are the subject of the engagement such as powers of attorney, consents to have governmental agencies supply information about or such similar documents.

Modification of Our Agreement

The Engagement Letter and these Standard Terms of Engagement (as may be amended by us from time to time) reflect our entire agreement on the terms of this engagement. These Standard Terms of Engagement are not subject to any oral agreements or understandings between the Firm and you and any change can only be made in writing signed by both the Firm and you.

Acknowledgement

The Client has read the above engagement provisions and acknowledges that a link to the engagement provisions appear on invoices sent by the Firm. If the Client does not in writing object to any of the Firm's written terms regarding the engagement, or pays the invoice(s) issued by the Firm without written objection to these written terms, then the Client's assent to these terms shall be presumed and may be relied upon by the Firm in undertaking and maintaining representation of the Client.

SCHEDULE 1

E-Discovery Hosting and Storage Fee Rates

The rates below will be billed monthly and subject to applicable taxes. Storage volumes are calculated on the basis of the amount of data maintained within each Relativity storage tier on the last business day of the billing month. Unless otherwise agreed, fees are incurred as long as data remains in the applicable tier. The rates may be adjusted from time to time.

Storage Tier	Description	Monthly Hosting Fee
Review	Data actively hosted for attorney or reviewer access, including analytics, search, and production functionality.	US \$13.00 per GB
Early Case Assessment (“ECA”)	Data preserved and indexed for preliminary culling, keyword analysis, and limited review functionality. Data may be promoted to Review tier.	US \$6.00 per GB
Cold Storage	Long-term, low-access archive. Retrieval for promotion to ECA or Review tiers typically processed within 24–48 hours.	US \$3.00 per GB