

STANDARD TERMS OF ENGAGEMENT **(Effective as of June 8, 2026)**

These are the Firm's standard terms of engagement for providing legal services ("Standard Terms of Engagement"). Because these terms are part of our agreement to provide legal services, we ask that you review this document. Unless otherwise modified in our engagement letter ("Engagement Letter"), these Standard Terms of Engagement govern our agreement for legal services and shall apply to legal services we provide on Client's 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 reference.

Who Is Our Client?

The Firm represents only the person or entity identified in the Engagement Letter and not any affiliates or other party. For example, if the Client is a corporation, partnership, or limited liability company, our Firm's representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, partners or members unless those entities and/or persons are specifically identified in the Engagement Letter. If the Client is an individual, our representation does not include your employer, business entity, partners, spouse, siblings, children or other family members unless those entities and/or persons are specifically identified in the Engagement Letter. 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. 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.

Client Cooperation and Communication

For our relationship to succeed, it is essential for the Client to provide us all factual information reasonably relevant and material to the subject matter of our representation. In this regard, the Client agrees to: (a) disclose to us, fully, 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) keep us apprised on a timely basis of your current physical address, phone number, and email address; and (d) otherwise cooperate fully with us in all matters relating to the engagement.

When sensitive information related to our representation of the Client is transmitted via email there is the potential that such information will be inadvertently disclosed to third-parties. The Client and Firm shall endeavor to avoid and address inadvertent disclosure to third-parties. The Client also consents to the transmission of all communications, including communications containing sensitive information, relating to our representation via email and the storage of all documents, correspondence and electronically stored information related to the representation in a secure cloud storage facility.

Scope of Services – Insurance

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.

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 some 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.

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. It is possible that we may be asked to represent someone whose interests may be adverse to the Client's interests in some fashion. We are accepting this engagement on the understanding that our representation of the Client 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.

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 herein.

The Firm generally records and bills our time in one-tenth hour (six minute) increments. 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 matter, the size of the matter, the efficiencies we bring to bear on the matter, 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. 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. Our rates are reviewed at least annually and may be increased during the course of your representation.

Clients may 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. If we receive a refund of a readily identifiable cost that has been billed to you, you will be refunded that cost.

Although we advance third-party disbursements in reasonable amounts, we may ask you to pay larger third-party invoices directly to the vendor.

The use of electronic storage of information is now prevalent in all aspects 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.

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 the 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

The Firm will bill the Client 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 fees and costs is not 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.

Use of Generative Artificial Intelligence

In connection with the Firm's representation of the Client, we anticipate the Firm will use generative artificial intelligence ("AI") to enhance and streamline certain aspects of our services. Like any technology, AI carries some degree of risk, such as the risk of errors in AI-generated output and data security vulnerabilities. The Firm has implemented reasonable measures to guard against these risks and the Firm's lawyers maintain oversight of AI-generated outputs. By signing the Engagement Letter or accepting the Firm's services, you agree that the benefits of AI outweigh the risks and you consent to the use of this technology.

Any AI-generated recordings, transcripts, or summaries of meetings with Firm lawyers or staff will be made (if at all) using Firm-approved tools, and the Firm will maintain control over storage, retention, and deletion of these records. Any Client-controlled AI recording, transcript, or summary of such meetings will not be considered the Firm's official legal advice, nor binding on the Firm. Clients who want to use their own AI tools do so at additional risk to confidentiality, privacy, and the attorney-client privilege.

Termination

Because our Firm has been engaged to provide legal services in connection with the matter described 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 applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Unless the Firm is 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, we reserve the right to terminate this engagement in accordance with the applicable rules of professional conduct.

If Client later retains us to perform further or additional services, the Firm's then-current Standard

Terms of Engagement shall apply to the further or additional representation.

The Client may 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 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 attorney work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of attorneys.

The termination of our services will not affect the Client's 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 and we may send you invitations to events.

Retention of Records

When the Firm completes a matter, we may destroy any records (hard copy or electronic) 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 the Client's 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.

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 Client's acceptance of the Engagement Letter, the Client acknowledges that neither the Firm, nor any of its attorneys, employees, or agents, have made any promises or guarantees 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.

Acknowledgment

The Client has read the foregoing and acknowledges that a link to the Firm's Standard Terms of

Engagement appears on invoices sent by the Firm. If the Client does not object in writing 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.