

## STANDARD TERMS FOR ENGAGEMENT

Reihsen & Associates (assumed name of Gerald J. Reihsen, III, PLLC, the “*Firm*”, “*we*” or “*us*”, etc.) generally requires that those who would wish to become its clients enter into a separate written mutually signed engagement agreement in respect of the Firm’s provisions of its services, however, whether or not such a separate written engagement agreement may at any time exist in respect of a client of the Firm (a “*Client*”, “*you*” or “*your*”, etc.), these Standard Terms for Engagement (these “*Standard Terms*”) shall govern all Client engagements of, representations by and services provided by the Firm. Circumstances where such separate written engagement agreements may not be obtained include, but are not limited to, occasions when exigencies of emergencies and related time pressures require action without delay or in cases where the Firm provides initial consultations (whether or not compensated). These Standard Terms, together with your separate written engagement agreement or other written agreements with us, if any, together constitute and are referred to herein as the “*Agreement.*”

**COMMUNICATION AND COOPERATION:** In furtherance of our engagement, we will render professional services in reliance upon the information and guidance which you provide to use concerning your objectives. In order to enable us to effectively represent you, you agree to and must cooperate fully with us in all matters relating to our engagement and to fully and truthfully disclose to us all facts, documents, materials and information, including in order that we may make effective conflicts checks, all parties, including adverse parties, related to each matter you for which you we mutually agree that we will provide our services (each a “*Matter*”), that may be relevant to our engagement or that we may otherwise reasonably request in connection therewith. You also agree to make yourself reasonably available to communicate and confer with us to attend meetings, conferences, hearings, trials, arbitrations, mediations, and other proceedings as may be required.

You also agree that you will provide reasonable access to your key people as required to be able to effectively provide our services to you. You agree that you will notify us of all relevant information, meetings and decisions concerning you and your related parties in respect of the Matters or other arrangements for which we are to provide our services. You understand and agree that we, in performing our services for you, will use and rely upon such information and we do not assume responsibility for independent verification of any information considered by us in connection with the rendering of our services. Accordingly, we shall be entitled to assume and rely upon the accuracy and completeness of all such information and we are not required to conduct a physical inspection of any of your circumstances, assets, or liabilities. With respect to any financial forecasts and projections made available to us and used by us in our analysis on in any Matters or otherwise in any of our services to you, we shall be entitled to assume that such forecasts and projections have been reasonably prepared on bases reflecting your best currently available estimates and judgements.

**You understand and agree that your failure to comply with the preceding two paragraphs, including without limitation, failure communicate and cooperate with us as indicated therein, (a) will release us from any liability that may partially or totally, directly or indirectly, arise therefrom, (b) could have adverse effects on our ability to represent your interests effectively and efficiently and may result in legal fees from us greater than they otherwise would have to be, and (c) may require us to suspend further services or entirely withdraw from representing you in total or on selected Matters.**

We may send you documents, correspondence, and other information throughout our representation. These copies will be your file copies. Please retain them. We will also generally keep the information in physical or electronic files in our offices, which will be our files. When our engagement hereunder has terminated in any matter or in full, we will close our file and, if you request, return any original documents in our possession to you either physically or electronically in our possession. We will then store the files for approximately six years. We will destroy the files after that period of time unless you instruct us in writing to keep your files longer; provided that if you make such a request we may alternatively choose instead to deliver to you those files or to another attorney if you so instruct.

**BILLING TERMS:** As a general matter the Firm’s compensation for professional services which we may render in the course of our engagement will be based upon the time devoted by the professionals of the Firm in the performance of such services, including the professional time of the attorneys and, where appropriate, paralegals, legal assistants, interns, or other professionals operating under the supervision of attorneys, at the hourly rates of those professionals. The hourly rates established for the Firm’s professionals are based upon their education, training, and experience. And it is important to note that the Firm and its attorneys consider changes in these attributes from time to time, generally annually to be effective at the beginning of each year and may increase their standard billing rates. The Firm’s professionals record and bill their time in increments of one-tenth of an hour.

From time to time we may agree to perform services on terms other than at our hourly rates. However, in order for any of our services to be provided on a basis other than on our standard hourly rates the Firm and the Client must enter into a separate written agreement as to what those other specific arrangements shall be. Any such separate written agreement for Fixed Fees or other non-standard hourly billed services for Matters that are reasonably expected to exceed the equivalent of \$20,000 in our hourly billable time shall require the execution of our Chief Executive Officer or Chief Operating Officer in order for it to be binding on us, and absent such execution the relevant services shall be billed and paid in accordance with our standard hourly rates.

A common alternative to payment for our services on terms other than our standard hourly rates is at fixed fees ("**Fixed Fees**") for Matters highly and specifically circumscribed in writing. Fixed Fees are not necessarily intended to accurately estimate the billings that would be incurred were the services to be provided as an hourly billed matter. Rather, a Fixed Fee arrangement is intended to take into account a variety of factors, including the immediacy of the services required, the degree of commitment required to rapidly execute on those services and the displacement of opportunities for taking matters at the Firm and other clients precluded or otherwise impacted by virtue of this engagement. As a result, the Fixed Fees may be substantially lower or higher than would have been the case had the matter been handled on an "hours and rate" manner. Also, Fixed Fees we may offer to one client may not necessarily be offered to another client for matters that are substantially similar as we may take many other factors into consideration in as to specific clients and nuances of our relationship when establishing such Fixed Fees on respect of a matter for a specific client.

If we begin our work on a Matter for which Fixed Fees are agreed but for which such Fixed Fees are not paid and earned in advance and our relationship terminates before the Matter is concluded (as the Matter is described in our agreement in respect thereof), then you agree to promptly pay (and in any event within 15 days of our invoice therefor) a prorated amount of such Fixed Fees based upon the relative proportion of our effort expended toward completion of the Matter or the relevant benefit you expected from our services, as we may reasonably determine. Our invoice in respect of this prorated amount shall be dispositive of this proration absent manifest error.

In establishing Fixed Fees, we make assumptions based on your representations to us and our experience as to the usual effort required for delivery of the services to be provided in exchange for such Fixed Fees. If circumstances arise not created by us or which are outside of our control that materially affect or depart from the assumptions which underly our otherwise agreed Fixed Fees arrangement which result in for unexpected or extraordinary efforts or matters then you agree to negotiate in good faith to accommodate this, including, without limitation possible upward adjustment in our fees or a shift to hourly billing for any such efforts or matters. If an agreement cannot be reached in such circumstances each of us will have our rights to terminate our relationship with all earned fees through such time being due plus the prorated amount mentioned below.

It is not possible to list all the work that may be required in representing you on any particular Matter, but it is understood that such work (by attorneys, or legal assistants/paralegals) includes time spent on phone calls to or from you or on your behalf, reviewing or handling incoming documents from you, from opposing parties, a court, or any third party, and drafting, preparing, editing, reviewing, etc., pleadings, letters, documents, or materials, etc., performing legal or factual research, travel to or from hearings or meetings, depositions, time actually spent in such hearings and meetings (including time spent waiting for the matter to be called), and any other activities related to this matter. In short, you understand, acknowledge and agree that the time spent by the Firm's personnel attending to your representation will normally be billed at the rate of the persons who spent the time.

Under certain circumstances, more than one member of the Firm's staff may work on a matter for you simultaneously, in which case all such members should be expected to bill for their time spent. An example would include a trial or contested evidentiary hearing, during which in the Firm's discretion the full participation of more than one person is necessary to properly attend to the case. The same rules apply to sequential or duplicative work. For example, it might be necessary to charge you for a paralegal or attorney to review some, or all, of a case file regardless that other of our professionals are already familiar with such case file, where immediate familiarity with the facts is required in preparation for a hearing. Despite any apparent duplication of effort that such efforts may seem to represent, you shall be required to pay these fees that we, in our reasonable professional discretion, determine to be necessary to effectively represent you.

Our legal services are generally performed from our applicable office and to the extent our travel to any other location is necessary or advisable to perform any services or undertake and other activity in support of our services for you ("**Offsite Work**") you will be responsible for either (a) completing such Offsite Work yourself or (b) compensating us, separately from and in addition to any otherwise applicable fee arrangement, to perform or otherwise undertake such Offsite Work, including the travel time billed at our standard hourly rates, airfare, mileage and the like, meals, lodging and any services, infrastructure or equipment required to perform our services in connection therewith ("**Offsite Work Expenses**"). In particular, in the event that we agree to a Fixed Fee or fee cap for our legal services in respect of any Matter, you will be responsible for these Offsite Work Expenses over and above the Fixed Fee or fee cap or completing such Offsite Work yourself.

Costs and expenses, apart from compensation for us for our direct professional services provided to you ("**Expenses**"), are not included in our fees and are your responsibility to either pay directly or reimburse us, as we may direct for Expenses. Expenses may include, but are not limited to, the costs of filing fees, long distance telephone calls, facsimile charges, on-line database charges, photocopying, mail, overnight courier services and messenger fees, travel expenses (including airfare, mileage, board, lodging and communication costs), Offsite Work Expenses, fees and expenses of non-Firm counsel, consultants and other professionals who may be engaged by us on your behalf in order to effectively represent you and the reasonable fees and expenses of our separate legal counsel (including any such fees and expenses incurred by us in enforcing the Agreement or any other agreement with us and you and defending and preparing for the defense of any claim by you for which you are not the prevailing party) and the costs to us of participating in any actions by, against or otherwise involving you where we must prepare

materials, be deposed or attend depositions or otherwise undertake actions, including reimbursing us the time we spend thereon at our standard hourly rates.

We may from time to time require a retainer against future services to be provided to you (each a “*Retainer*”). Unless we make other arrangements with you in the future, each Retainer will be held in trust and applied against the final invoice to you or in respect of the Matter for which the Retainer was made. If, after applying the Retainer to such final invoice, there is a positive balance left in the Retainer, such positive balance will be returned to you. If a negative balance exists after application of the Retainer to the final invoice, you agree to pay the remaining amount owed. We may apply funds from any Retainer amount against pending billings, delayed payments, or to advance expenses related to our services. In these cases, when your payments are received, they will be applied to replenish any amount drawn against any such Retainer. If we have no Retainer, we reserve the right to require one if, in our sole opinion, circumstances require and we reserve the right to increase our required Retainer amount, all as security for continuing our work on your matters. Required Retainers must be paid within 30 days of receipt of our request.

Our invoices are due on receipt and any amount thereof not fully satisfied within 30 days from such receipt will accrue interest on the unpaid amount at the lesser of the maximum rate allowed by law or 18% per annum for the entire period from the date of your receipt of the invoice. Invoices may be transmitted to you via email or other electronic means or by traditional means, such as mail or hand delivery, in accordance with the contact information we have for you or your representatives on file.

In performing legal services, a Texas lawyer must charge “reasonable fees.” We believe our fees to be well within the range of reasonableness for lawyers of the experience and skills that we bring to bear. In determining reasonable fees for the Firm’s services, we may consider other factors as set forth in Section 1.04(b) of the Texas Disciplinary Rules of Professional Conduct (the “*TRPC*”), which governs all Texas lawyers. A copy of Section 1.04(b) and/or the entirety of the TRPC will be furnished to you upon request.

We may engage or contract with other persons or firms to perform services for you in connection with our engagement by you. Just as is the case for employed persons, we may bill for these services at amounts greater than our direct costs. In so doing we will bill in line with which we would charge for similarly situated members of the Firm. Billing differentials in these regards are considered in light of the TRPC rule mentioned above, as well as our costs and risks of maintenance of the Firm and our general oversight of the matters for which we arrange to provide services.

We require payment of amounts owed to us in United States Dollars (“*Dollars*”). You agree that, unless any such contrary arrangement is approved in advance in writing by the Firm’s Chief Executive Officer or Chief Operating Officer, it will be considered a fraud by you on the Firm if you make any attempt to satisfy a payment obligation to the Firm other than by check or draft in Dollars and payable to the Firm as payee, or electronic payment to the Firm as payee of Dollars or Non-Dollar Currencies that are converted to Dollars as provided below. This precludes any check or electronic payment or barter to any individual associated with our Firm. You agree that you shall not have any defense to this fraud that any person, including any individual associated with the Firm, agreed to, or assisted in any attempt to, satisfy a payment obligation to the Firm other than as expressly permitted hereby and you shall remain liable in full for any such payment obligation not received solely by the Firm as payee regardless that someone else receives any payment or other compensation from you. (This does not affect your rights against any person you may deal with in contravention of the payment requirements of the Agreement.)

No payments made to the Firm for less than the full sum owed shall constitute payment in full, even if that notation is placed on the payment instrument, unless the Firm and you both sign a separate written agreement specifically permitting such payment to constitute a payment-in-full. You agree to pay any fees and costs that are incurred by the Firm to collect fees, costs, or expenses from you, including reasonable attorneys’ fees.

**NON-DOLLAR PAYMENTS:** The Firm may accept foreign currency or non-Dollar digital currencies, often referred to as “cryptocurrencies” (such foreign and non-Dollar currencies, collectively, “*Non-Dollar Currencies*”), if our third party payment processing service provider (a “*Payment Processor*”) has the capacity to accept the particular Non-Dollar Currency and to convert it to Dollars and we have made arrangements with the Payment Processor to enable those services. Please advise the attorney at the Firm in charge of your services or the Firm’s Chief Financial Officer in any case where you wish to use Non-Dollar Currencies to pay amounts owed to us. We will not accept Non-Dollar Currencies in any other manner than through our contracted Payment Processor (e.g., we will not accept, and you will not be deemed to have made a payment to us if you make a transfer to a “wallet” or other Non-Dollar Currency storage device or system. If for any reason any attempt at Non-Dollar Currency payments is not able to be converted into Dollars, your Non-Dollar Currency will be returned to you if we are capable of so making that return, and you shall remain liable to satisfy your payment obligations to us in Dollars regardless of whether such Non-Dollar Currency payment is returned to you. ***IN OTHER WORDS, YOU REMAIN LIABLE FOR ALL RISK OF A NON-DOLLAR CURRENCY PAYMENT BEING MADE IN SATISFACTION OF OBLIGATIONS YOU HAVE TO US TO ACTUALLY ULTIMATELY BE REALIZED BY US IN DOLLARS.***

When we are able to accept Non-Dollar Currencies in respect of amounts owed to us (a) our invoices will nonetheless continue to be in Dollars, (b) the value thereof (for all purposes, including the purposes of the TRPC rule mentioned in the above paragraph and the determination as to whether our invoice has been satisfied thereby) shall be equal to the value in Dollars of such cryptocurrency as so converted into Dollars by the Payment Processor (regardless of the time, including any delay, at which the Payment Processor may make such conversion), (c) if we have retainer or deposit arrangements for the Client that are held in Non-Dollar Currencies those Non-Dollar Currencies shall be held for the Client's account and any increases or decreases in the value thereof shall be for the account of the Client until transferred out of such arrangements to us via the Payment Processor in satisfaction of amounts owed under any invoice from us, (d) the Client shall be responsible for the effective transfer to us (or from us in the case of return of Non-Dollar Currencies from a retainer or deposit arrangement) and shall be subject to all risk of loss prior to effective receipt in Dollars and (e) the Client paying in Non-Dollar Currencies shall be responsible for and shall bear all expenses associated with such payments that are not charged by our Payment Processor, including transaction costs, "gas" or other payments to miners or others required to effect the transfer and all taxes thereon other than United States Federal or State income taxes to which we are subject.

Regardless of any retainer or deposit arrangements that are established, while held as Non-Dollar Currencies the Client shall bear all risk of loss pursuant to variations of value against the Dollar or hacking or other technical attack or error; the foregoing notwithstanding we may at any time convert any Non-Dollar Currency held in a retainer or deposit arrangement into Dollars and hold those Dollars in our client trust account with the Client bearing all fees, expenses and taxes associated therewith. Any refund of monies to a client who had previously paid such amounts in cryptocurrency shall be made in Dollars equal to the value at the time of the earlier payment thereof as determined pursuant to the above and not in cryptocurrency.

If a court awards attorney's fees to you (or to the Firm or an attorney on your behalf), and such sums are actually collected, they shall be applied against any outstanding charges owed by you to us. You remain responsible for payment of the Firm's services. A court order awarding attorneys' fees from the opposing party does not relieve you of the primary responsibility for paying the Firm's invoice, or make any work done to collect the attorneys' fees awarded any different from any other work performed by the Firm. Any attorneys' fees awarded and actually collected that are not needed to pay your invoice with the Firm (or replenish any retainer) shall be paid to you. Likewise, you are aware that a court could order you to pay fees or costs to the other side of a case.

**BILLING DISPUTES:** As mentioned above our invoices are due upon receipt by you. You agree to review our invoices promptly when received and to advise us of any questions or concerns you may have promptly, but no later than within 30 days from the date received. We all know it is possible for mistakes to happen, and you are not expected to pay for any charges that are incorrect. Most actual errors can be resolved with a simple phone call, and if you identify an error that is acknowledged on any invoice from the Firm, we will promptly send an amended statement showing any adjustment or correction. If we disagree with any contention by you as to any dissatisfaction with an invoice from us, we will respond to you with our position. If you continue to be dissatisfied, then, within 30 days of our aforementioned writing to you, you agree to assert in writing to the Firm any continuing dissatisfaction or dispute as to the accuracy or validity of any invoiced charges, or requests for adjustment of any costs, expenses, or fees for legal services, including in respect of any amounts invoiced to you since the start of the dispute. If you do not do so within such time, all undisputed invoices, and invoices in respect of which you have not responded in writing as provided above will be conclusively presumed to be correct. In other words, if you do not contact us in writing as described above, you will have agreed that the invoices referenced above are accurate and correct. Any person ever reviewing any dispute regarding charges on an invoice must honor this provision, as it is an essential term to the Firm's agreement to represent you. The above provisions are intended to provide incentives for both you and the Firm to promptly resolve, without the expense of involving third parties, any questions or concerns about the legitimacy of any item invoiced to you, and to provide certainty that once an invoice is deemed valid as provided above, the costs, expenses, and fees for legal services reflected on that invoice are immutably and unconditionally owed to the Firm.

**WRITE-OFFS:** While you should presume that all time spent attending to your representation by any professional with or contracted by the Firm will be invoiced, the Firm or your responsible attorney may agree with you or the Firm may independently elect to write off or no-charge otherwise billable time or reduce the billing rate for time otherwise billable at our standard rates or otherwise reduce fees, costs, or expenses for our legal services. In general, our invoices will reflect these adjustments that are made unilaterally by us and occasionally they may be made in consultation with you after you have received an invoice. Any such write-offs, no-charges or reduced billing rates or other fees, costs or expenses are discretionary and are expressly contingent on there being nor there arising any dispute regarding payment of any items invoiced to you, whether such dispute is initiated by you or the Firm, other than the invoice review process described herein, unless no resolution thereunder is reached.

If the Firm must take legal action to collect amounts due to it from you, files a lien to recover any such amounts, or if you seek to formally dispute the Firm's billings, including, without limitation, by engaging a third party to audit our billings, or initiating mediation, arbitration, litigation, or a fee dispute in any forum, all write offs, no-charges or reduced billing rates or other reduced fees, costs or expenses for our legal services reflected on any invoice to you or subsequently agreed by us with you will revert to being fully billed at our standard rates and costs that were applicable at the time of the services rendered, and be sums owed to the Firm by you, in addition to sums otherwise owed by you to the Firm, whether or not disputed. These provisions are explicitly

written to prevent a situation where the Firm reduces your bill by so reducing fees, costs, or expenses, and then you seek to further reduce the sums owed by disputing your responsibility to pay our invoices.

**TECHNOLOGY:** To enhance the efficiency of our practice, the Firm uses a variety of technologies, including without limitation email services via the Internet and third party cloud-based platforms to store documents, communicate with clients and perform other activities (“*Third Party Platforms*”). The Client agrees that files and data provided to or from the Firm may be transmitted or stored on any such Third Party Platforms. For data security reasons, from time to time the Firm will provide the Client with a method for sharing files and data via online providers (i.e.: Dropbox, Carbonite, iCloud, Amazon Web Services, Google Drive, etc.) that meet the legal requirements applicable to us regarding an attorney’s duty of protecting information relating to the representation of a client. The Firm exercises due care in selecting such providers to identify those whose security and management practices are represented to meet or exceed applicable ethics requirements and we will engage in monitoring and oversight of their services as is reasonable for attorneys who are not themselves technology experts. In any event, the Firm cannot attest to the security and/or management practices of any such provider, and the Client agrees the provision of, sharing and/or storage of data through any Third Party Platforms, especially any such platform that the Client may use that is not chosen by the Firm, is subject to such provider’s security and management practices and the Client releases the Firm from any liability for data breaches or other failures of performance, privacy, or otherwise arising on any such Third Party Platform not caused by the Firm.

**CONFLICTS OF INTEREST:** In order to avoid representing parties with conflicts of interest, the Firm maintains a conflict of interest database. The Firm maintains this database in order that it can avoid representing any party with an interest that may be adverse to that of a person or entity identified in the database. The Firm will use this database to undertake an examination to determine whether an actual conflict of interest exists with respect to the services you have asked the Firm to perform on your behalf. You are responsible to inform us of the information we require to effectively perform this conflicts check. We will index the Client as the Firm’s Client and you will inform us of related parties to the Client, parties you know to be adverse to you and other pertinent information such as witnesses known to you and addresses of all the mentioned parties. Keep in mind that the Firm only represents the Client. Please advise us as to any individuals or business entities that will be involved with any matters likely to arise during our representation of the Client in order that we may index them in our conflicts system as potentially adverse parties.

The Client will become a client of the Firm, only if and when we have completed the conflicts check mentioned above. It is important to emphasize that when engaged our engagement is with the Client, and that our client is NOT any other party associated with the Client, whether promoters, investors, owners, directors, officers, employees, or agents of the Client, including the authorized representative who may be entering into the Agreement on behalf of the Client (“*Other Related Parties*”). Each such Other Related Party should know that when considering arrangements with or otherwise in respect of their own interests such party should obtain separate legal counsel to understand the unique implications of any such arrangements in respect of such party. We expect that from time to time where we can establish that no conflict exists that prevents our representation or there is a disclosure of and waiver of any conflict, we may provide legal services to Other Related Parties. We will deal with those circumstances as they arise.

Just to expound further on the foregoing we advise that, though you may not anticipate it today, it is not unusual for there to develop differing and conflicting interests among founders, investors, owners, directors, officers, or employees of a company or between any one of these parties and their company. Even though, as mentioned above, we may not have a legal conflict continuing to represent you in such circumstances or representing any other party against others in such matters, we may nonetheless, in our discretion, in the event of any such dispute or adversarial circumstances decline to represent you or any other party involved therein.

**ADVANCE WAIVER OF CONFLICTS OF INTEREST:** The Firm represents a variety of clients in Texas, and throughout the United States and the rest of the world, in legal matters. As a result, the Firm may be retained, in connection with other matters not substantially related to our representation of you, by parties who are adverse either directly or indirectly against you or who take legal positions contrary to the positions taken by you (including through us). You hereby consent to any such representation.

Accordingly you agree that (i) we may continue to represent, or undertake in the future to represent, existing or new clients in any matter, including in an advisory capacity, any business transaction, litigation or other representation, even if the interests of such other clients in such other matters are adverse to your or your affiliates’ interests or your legal positions, so long as those matters are not substantially related to our work for you and (ii) the Firm may currently or in the future represent one or more other clients (a) in matters, including litigation, transactions or other representations, that are different or opposed to positions you have taken (including through us) or (b) having other contracts, contacts, interactions or arrangements with you and/or your affiliates or subsidiaries, so long as those matters are not substantially related to our work for you. All of the arrangements referred to in clauses (i) and (ii) above are referred to here as “*Permitted Representations*.” Permitted Representations may include, without limitation, representing a client over which you or your affiliates might be seeking to acquire influence or control, or from which you or your affiliates may wish to buy assets, or to which or from which you have taken or wish procure products, services or

loans, or representing a client regarding its interest at the time in acquiring influence or control over an entity in which you or your affiliates have a similar interest or to which or from which you or your affiliates have made or wish procure products, services or loans. We do not view this advance waiver and consent regarding unrelated matters to permit us to institute litigation against you or to permit unauthorized or unlawful disclosure or use of any of your confidential or privileged documents or information which you have provided to us as your lawyers.

Our representation of all clients is premised on adherence to our professional obligation not to disclose any confidential information or to use such information for another party's benefit without a client's consent. Therefore, you, on behalf of yourself and any of your affiliates, agree not to assert our possession of such confidential information (a) as a basis for disqualifying us from representing another of our clients in any matter in which you or any other party have an interest, or (b) constituting a breach of any duty owed by us to any client. That being said, we do not disclaim any appropriate consequence of unauthorized or unlawful disclosure or use of any of your confidential or privileged documents or information which you have provided to us as your lawyers.

By requesting that we provide services to you, whether by signing a separate written engagement agreement or otherwise expressly or by implication requesting that we provide services to you, you agree to the waivers identified above. The foregoing will not supersede or cancel any prior conflict waivers issued to us, all of which will remain in full force and effect.

Your acceptance of the foregoing conditions of our agreement to represent you has been made with full and complete awareness of the fact that we, and present and future clients of the Firm, are and will be relying upon our ability to act for them in accordance with the terms of the Agreement. You hereby acknowledge that in accepting these conditions and executing the Agreement, you have not relied on any advice provided by this Firm and are able to seek independent legal advice.

**KYC/AML AND BACKGROUND CHECKS:** More and more jurisdictions are requiring that law firms undertake due diligence to "know your customer (KYC)" or "anti-money laundering policies (AML)" as is required of financial institutions. We are not yet aware that these requirements apply to law firms in the United States. However, should we determine that these requirements apply in any manner to the Firm and its Clients you agree to cooperate fully with the Firm in satisfying these requirements.

Related to this and regardless of any KYC/AML requirements, we generally will undertake general investigations and internet searches and other due diligence in respect of our prospective or existing Clients. Further, from time to time we may determine that we wish to do further background checks on our prospective or current Clients. We perform these investigations, searches, and checks in the interest of maintaining our good reputation, considering whether our clients will stand behind their payment obligations to us, and the safety and security of our clients, employees, and property. We may order a "consumer report" (a background report) and may order additional background reports on you. The types of information that may be ordered include, but are not limited to, as permitted by applicable law: Federal Tax Identification number verification and Social Security number verification; criminal, public, educational and as appropriate, driving records checks; verification of prior employment; reference, licensing, and certification checks; credit reports; and drug testing results. The information may be obtained from private and public record sources, including personal interviews with your associates, friends, and neighbors. (An "investigative consumer report" is a background report that includes information from such personal interviews, except in California where that term means any background report.) You agree to provide any information we request and to provide such additional consents, waivers or other instruments as may be requested by us as permitted by applicable law.

You authorize us to order your background report, including investigative consumer reports. You understand that we may rely on this authorization to order additional background reports, including investigative consumer reports, during the time that we represent you without asking me for your authorization again as allowed by law. You also authorize the following agencies and entities to disclose to us and our agents all information about or concerning you, including but not limited to: your past or present employers; learning institutions, including colleges and universities; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning you. The information that can be disclosed to us and our agents includes, but is not limited to, information concerning your employment history, earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses and substance abuse testing. You agree we may rely on this authorization to order background reports, including investigative consumer reports, from any third party companies without asking you for your authorization again as allowed by law. You also agree that a copy of this form authorization is valid as a signed original. You certify that all of your information that you have provided to us is, or on the future may provide to us will be, true and correct and understand that dishonesty may result in our determination not to represent you or withdraw from representation of you.

Regardless of any investigations, searches or checks mentioned above we will comply with our obligations of confidentiality in respect of your information as required by law.

Client represents, warrants and covenants to the Firm that neither Client nor any Affiliate of Client (an “*Affiliate*” of any party is another party within or that has an ownership or other beneficial interest in the first party, or any person controlling, controlled by, or under common control with such first party), directly or indirectly, is nor it become any of the following (each a “*Prohibited Person*”) (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (“*OFAC*”); (ii) a Foreign Shell Bank; (iii) a person or entity resident in or whose funds are or will be transferred to the Firm from or through an account in a Non-Cooperative Jurisdiction; (iv) a person or entity whose name appears on any other list of prohibited persons and entities as may be mandated by applicable law or regulation; or (v) a person or entity whose name appears on any other independent third-party list of prohibited persons and entities. Client agrees to promptly notify the Firm in writing of any change in information affecting this representation, warranty and covenant. Client acknowledges and agrees that if, at any time during our representation of Client and Client Party we reasonably believe that there is any breach of any such representation, warranty and covenant, the Firm may withdraw from its representation of Client or any Client Party and undertake such other actions as is required by law in respect of a Prohibited Person, subject to Client’s and any Client Party’s attorney-client rights and privileges in respect of our representation that may supersede the effectiveness of any such aspect of any such law. Client shall have no claim against the Firm or its principals, employees, contractors, or agents for any form of damages or liabilities as a result of any of the aforementioned actions.

**REFERRALS:** The Firm is of a boutique nature that involves highly seasoned attorneys of many years’ experience, with large national and international law firms, who practice in a manner intended to be more efficient and economically favorable to its clients than are provided at those former large law firms. The Firm and its attorneys maintain relationships with other law firms and other attorneys outside of the Firm in order to, among other things, extend the ability to serve clients, manage variability of demand upon the Firm for legal services, and share the costs and potential risks and benefits of providing those services. In certain cases, law and rules applicable to the delivery of legal services would require in respect of those relationships the written consent of the client for whom those services are provided. Generally, when we have relationships with these other law firms, we divide legal fees where 80% of such fees are retained by the lawyer/firm who performs such services and 20% are retained by the firm that originated the legal work, in which case the respective lawyers agree to assume joint responsibility for the representation. In the event we contemplate entering into a specific such arrangement with another trusted law firm we will so advise you and obtain your further written consent.

**OUR LAWYERS ARE ENTREPRENEURS:** A substantial number of the Firm’s lawyers have been, are now and/or will again be in the future business owners and entrepreneurs in their own right. The Firm actively seeks to have this type of attorney to be part of the Firm because we believe that this experience and mindset allows us to be a more valuable and understanding counselor to our clients. You acknowledge and agree that from time to time our lawyers may provide non-legal services to you or your affiliates or may refer business relations to you or your affiliates for a fee. In those cases, those services and business and any communications related thereto are not (a) provided in the course of an attorney-client relationship and do not create or constitute an attorney-client relationship in respect thereof, (b) a solicitation for the provision of legal services, (c) intended to convey legal advice or constitute legal advice, and (d) a substitute for obtaining legal advice from a qualified attorney in respect of such matters. You understand, acknowledge and agree that without an attorney-client relationship, communications related to any non-legal services will not be confidential or privileged under law related to attorney-client relationships.

You should know, that rules applicable to Texas lawyers require that a lawyer shall not enter into a business transaction with a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed in a manner which can be reasonably understood by the client; (2) the client is given reasonable opportunity to seek the advice of independent counsel in the transaction; and (3) the client consents in writing thereto. When considering any of our attorneys providing services to you outside of the scope of the attached Engagement Agreement or otherwise entering into non-legal representation business arrangements with you, the Firm or the applicable attorney will address the requirements of these rules.

**INVESTMENT WITH OR IN YOU AND BOARD SERVICE:** From time to time the Firm or its members invests with or in clients or takes board of director or advisory board seats with our clients. While the TRPC does not prohibit investment with or investment in a client’s enterprise or service as a board member, there are certain restrictions upon those arrangements. In particular, a lawyer may not enter into a business transaction with a client unless the transaction and terms in which the lawyer does so are fair and reasonable to the client and are fully disclosed in a manner which can be understood by the client. Additionally, the client must be given a reasonable opportunity to seek the advice of independent counsel in the transaction and must consent in writing to the transaction. Nonetheless, we view these as predominantly positive arrangements with great benefits for our clients. They literally invest the Firm and its members in the success of the client and in the vast majority of the circumstances of which we are aware these arrangements align the interests of the client and the Firm and the subject members of the Firm even more closely.

When a client considers investment or board arrangements with its attorneys, it should consider the potential and actual conflicts of interest that may arise in such relationships. The Firm will (and all attorneys are required to) perform up to the same standard of legal service for its clients regardless of the existence of an equity sharing arrangement and will provide the same detached standard of advice and consultation. Opponents of equity sharing with one’s attorneys correctly point out that the future pitfalls of

the arrangement may not be easily foreseeable at the time the arrangement is made. The most frequent argument against attorney equity arrangements is that the attorney may be asked to render legal advice which conflicts (or which the attorney perceives conflicts) with the attorney's interests. For instance, the question may arise as to whether the attorney with equity or who serves as a board member will be able to provide objective advice to a client in connection with a sale of the client or initial public offering which will result in a significant return to the attorney or the loss of a board position or the question of seeking bankruptcy protection when the attorney's investment may become worthless or the attorney-director may lose a board position or be subject to liability to creditors. These issues, however, are not unique as they are the substantially similar to those that must be addressed by any consultant or management employee who is an investor or director.

On the other hand, those who support investment in and with clients or attorney board positions (as we do) assert that it is in the client's (as well as society's) interest to foster the development of emerging growth companies through use of equity sharing and including learned business lawyers in board positions. It is argued that these arrangements result in the emerging growth company having the opportunity to engage more qualified attorneys than may otherwise be interested in such representation and obtain such representation on more favorable terms that take into account the special position and needs of such a company.

Another issue in connection with investment with or in a client or board service is that the lawyer will not be able to participate in discussing or voting upon some issues that come before the investors or the board because the lawyer will have a conflict. For example, if the issue of what law firm to hire for a major project comes up and the Firm is under consideration or otherwise in such case a possible legal services provider, our lawyer will probably have to absent him or herself from the proceedings and not participate in the decision at all. Thus, for purposes of some issues, while the client may have a quorum, it will be operating without the input of all of the investors or of the full board.

In addition to potential conflicts of interest issues, a client must be aware of issues around preservation of the attorney-client privilege. Communications, oral or written, between client personnel and members of the Firm in connection with the Firm's providing legal services to the client should remain privileged. That is, absent extraordinary circumstances, adversaries to the client in litigation should not be able to obtain those communications. However, communications between client personnel and its lawyers in connection with service by a lawyer as a director or in the position of an investor or co-investor enjoy no such privilege as they would not relate to communications in the context of a lawyer providing legal counsel. The difficulty is identifying which type of communication is which. It will be necessary for any of our lawyers who invest with or in you or take a board seat on your board of directors or advisory board, from time-to-time, to remind you and other of your personnel of the capacity in which the lawyer is operating, so that you know what is, and is not, privileged. However, there is no guarantee that a court or other tribunal will agree with our characterization of a particular communication as privileged.

Further, in some cases investment in a client or service as a director will result in the Firm not having malpractice insurance coverage for work the Firm does. There may be other issues that arise from client investment or board service that we simply cannot predict. For example, if the Firm is representing you in litigation and the opponent objects to the Firm's members seeing certain of the opponent's confidential documents, because of the investor or director circumstances, we may be limited in how we handle the litigation.

In any case where you may wish to consider investment by the Firm or one of our members or service by one of our members as a director you are urged you to discuss in advance those arrangements with a lawyer not in the Firm. This is especially important because should a client choose to go forward with the Firm or its attorneys investing in or with that client or serving as a board member, it would do so with an understanding of these conflicts and would nonetheless agree that it is important to it and the success of its enterprise to involve and engage the Firm or its attorneys on this basis. The client would be required to waive any conflicts of interest that arise from these arrangements. At the same time, the client would be required to agree that the Firm could withdraw from problematic conflict situations without having to withdraw from other representation of such client or from representation of other clients.

**WITHDRAWAL:** Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In particular, but without limiting the generality of the foregoing, the Firm may at any time withdraw from advising or representing you if you:

- (1) insist upon presenting a claim or defense in any litigation that is not warranted under existing law and cannot be supported by good faith argument for the extension, modification, or reversal of existing law;
- (2) seek to pursue an illegal course of action;
- (3) insist that the Firm pursue a course of conduct that is illegal or that is prohibited under disciplinary rules or the Code of Professional Responsibility;
- (4) insist that the Firm engage in conduct that is contrary to the judgment and advice of the Firm but not prohibited under disciplinary rules;



- (5) we learn of information that we believe would damage our good reputation, suggest you would not stand behind your payment obligations to us, or would unacceptably risk the safety and security of our clients, employees and property;
- (6) engage in conduct which makes it unreasonably difficult for the Firm to carry out our representation of you;
- (7) fail to cooperate with the Firm as provided herein or disregard an agreement or obligation under the Agreement, including to cooperate in respect of the matters discussed in AML/KYC, ETC. above; or
- (8) fail to pay, as and when required, expenses or fees for services rendered or expenses incurred by the Firm.

If we elect to resign as counsel for the above reasons or for any other reason or no reason, you agree to cooperate and facilitate such resignation by retaining substitute counsel or otherwise. If the Firm withdraws from representation of you, we will take reasonable steps to avoid foreseeable prejudice to your rights, including giving due notice to you, allowing time for employment of other counsel, delivering to you copies of all papers and property to which you are entitled, and complying with applicable laws and rules. However, to the extent applicable, absent the following and unless otherwise agreed in writing, our work shall be deemed NOT to be “work for hire” under the United States Copyright Act and at all stages of development our work shall be and remain the sole and exclusive property of the Firm to be used by the Firm as it sees fit so long as any of your confidential information is not revealed and the Firm grants you a perpetual license to you to use our work for the purposes for which the work was created.

**TERMINATION:** You may discharge us at any time and, subject to applicable law, we may resign from our representation of you at any time. Any termination of our representation of you, whether by withdrawal, discharge or otherwise, shall not affect our right to be paid all our previously incurred but unpaid fees, and all our previously incurred but unpaid charges and disbursements. If any such withdrawal or termination occurs, a proportion of any Fixed Fees that have yet to become fully payable will be payable and billed by us in an amount that is proportional to the time or effort we have spent on those services as we in our reasonable estimation deem appropriate and you shall be liable for that proportion of Fixed Fees. You agree that such estimation shall be binding on you absent manifest error by us.

**OUTCOMES:** You understand and agree that while we cannot, and do not, guarantee the outcome or success of any Matter, litigation or other engagement or professional undertaking, we will earnestly strive to represent and serve your interests while representing you as legal counsel, effectively, efficiently, and responsively and while endeavoring to accomplish your objectives. However, many, if not most, Matters will implicate third parties with interests and activities opposing yours and the effects of such opposition is unpredictable as it would be in any contested matter. Other factors, apart from such oppositional effects outside of our or your control or otherwise can also affect outcomes. Due to these uncertainties, the Firm cannot ascertain or predict the outcome of any Matter, litigation or other engagement or professional undertaking or the likelihood of the Client's success in respect thereof.

**DISPUTES, MANDATORY MEDIATION AND BINDING ARBITRATION:** Although we do not expect disputes to arise between the Firm and the Client, we understand that disagreements can happen. Please let us know immediately if you become dissatisfied with any aspect of our relationship. We expect that most issues can be informally resolved by discussion. *All claims of the Firm or the Client against each other or their respective affiliates, or the respective owners, businesses, officers, directors, or employees of the Firm or the Client or their respective affiliates (collectively those parties as to the Firm of Client, their respective “Relevant Persons”) arising from the engagement of the Firm by Client, including without limitation arising out of or related to (a) the Agreement, (b) any breach of the Agreement (including but not limited to payment of our fees and expenses), or (c) your engagement with the Firm, including claims of negligence and malpractice (each a “Claim”), must be initiated as set forth below or it will be barred.* Any Claim not otherwise resolved by agreement between the relevant parties will be subject to the mandatory two-step resolution process:

Step (1) Mediation in Collin County, Texas, with such mediation being performed in good faith by the relevant parties initiated by such parties within one year from the date of the events (including omissions) giving rise to such Claim. A full-day mediation will be held at the office of a mutually agreeable mediator. If the parties are unable to agree on a mediator after reasonable efforts to confer, the Firm, on the one hand, and you, on the other hand, will each select a mediator and those two mediators will select a single mediator to hear the mediation. Each party will be responsible for its own mediation fees and costs but will share the costs of the mediator(s) equally. If the parties are unable to reach a settlement after attempting mediation in good faith, the parties must then proceed to binding arbitration, as set forth in the following Step 2.

Step (2) Arbitration in Collin County, Texas, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”). The relevant parties may mutually agree, in writing, to use a non-AAA arbitrator or procedure. The arbitration will be final and binding, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. A single arbitrator will be appointed. All threshold and preliminary issues, including any dispute regarding this provision or the terms of the Agreement, will be submitted to the arbitrator. The arbitrator will issue a reasoned

award. The arbitrator will determine which party is the prevailing party and will award to such prevailing party *all* reasonable attorneys' fees, costs, and expenses and shall not rule that any such fees, costs or expenses will be borne proportionally in any manner or for any reason.

Step 1 (mediation) is a mandatory precondition to Step 2 (arbitration). In the event that a party initiates arbitration without following Step 1 above, the parties agree that the arbitrator will immediately refer the matter to mediation in accordance with the Step 1 paragraph above and order that the arbitration is completely abated pending the completion of the mediation.

**THE PARTIES TO THE AGREEMENT ACKNOWLEDGE AND UNDERSTAND THAT ALL PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL IN COURT AND A JURY TRIAL BY SUBMITTING TO THE TERMS HEREOF.** In the event that any Claim does not proceed in accordance with this mandatory two-step process, the parties expressly agree that venue and jurisdiction for any dispute arising under the Agreement shall nonetheless reside exclusively in Dallas County, Texas and all objections to venue and jurisdiction in Dallas County, Texas are explicitly waived. If any party to the Agreement makes any filing with a court (in Dallas County or otherwise) regarding a Claim, such a filing will constitute a material breach of the Agreement. Accordingly, the party making a filing with a court will be responsible for all the attorneys' fees, costs and expenses incurred by the responding party as a result of such filing.

The binding arbitration provision contained herein does not, and is not intended to, prohibit or limit the recovery of damages that are allowable under the law. Rather, the Agreement is designed to simply shift resolution of a dispute from a court of law to a different forum. With that said, binding arbitration is different from litigation in court in number of important ways. For example: (i) many observe that there are cost and time savings associated with arbitration; (ii) unlike litigation in a court, binding arbitration involves waiving the right to a jury trial; (iii) the amount of discovery allowed by the parties is often reduced in arbitration; (iv) the rules of evidence are often more relaxed in an arbitration proceeding; (v) arbitration often means the loss of the right to a judicial appeal because arbitration decisions can be challenged only on very limited grounds; and (vi) arbitration is typically a more private process compared to a public trial.

You should consider this provision and the entirety of the Agreement carefully, and we encourage you to seek the advice of an independent lawyer before agreeing to and executing the Agreement. We want you, the Client, to have all the information necessary to make an informed decision. Accordingly, please let us know if you would like more information regarding the advantages and disadvantages of binding arbitration before deciding to engage the Firm to represent you and, thereby, becoming bound by the terms of the Agreement.

The foregoing notwithstanding, if the provisions as to arbitration above in any way limit the coverage or enforceability of any errors and omissions insurance covering the Firm or any personnel thereof or person covered thereunder that would otherwise be applicable to a dispute with you then Step 2 as to arbitration shall not govern as to that dispute and those matters may be litigated in the courts. The Firm and the Client acknowledge their agreement of confidentiality in respect of their disputes contained elsewhere in the Agreement.

**PUBLICITY:** Periodically, we produce materials disclosed to third parties that include listings of representative clients and, following completion of a Matter for you, you agree that we may refer in those materials to our representation of you in connection with that Matter and a description of that Matter. These references will not, of course, disclose any of your confidential information apart from the fact of our representation of you and a description of the Matter.

**RECORDINGS:** You hereby consent to us recording in any manner any conversation, whether in person or over telecommunication or other electronic means, in which we are a party or in which you are a party and in which you know we are participating at the time of the conversation. However, because of the risk that attorney-client communications may not receive the privilege and other benefits for you should they become public, we require that, if you wish to record any communication we have with you, you provide to us written notice and obtain our written consent to such recording where we are a party in order that we can advise you of the risks before you undertake any such recording.

**PRIVACY:** Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this law, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the Firm, you are advised that all information we receive from you will be, as required by applicable law, held in confidence and not released to outside persons, except as agreed to by you or as required to be disclosed under applicable law. Unless you instruct otherwise, we may deliver materials containing privileged information to independent contractors, such as copy services, hired by us in the furtherance of our representation of you under circumstances where we reasonably expect that the confidential character of the information will be respected by the independent contractor. We retain records relating to professional services we provide to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

**MUTUAL RESPECT:** Except as proscribed by applicable law or as necessary to defend or respond to any litigation, arbitration, or other legal proceeding, neither the Firm nor the Client shall take any action which is intended to, or would reasonably be expected to, (a) materially harm any Relevant Persons, (b) harm the reputation of any of the Relevant Persons, or (c) lead to unwanted or unfavorable publicity to any of the Relevant Persons. The foregoing includes online reviews or other public forms of review or criticism. If you shall make or otherwise publish any negative statement or review of the Firm or its Relevant Persons you agree that the Firm is entitled to respond thereto and you waive your attorney-client privileges, including the requirement to maintain the confidentiality of your information otherwise required herein or under law, in order that the Firm may reasonably do so.

If the Client and the Firm should engage in any dispute or other controversy between them, they both agree to maintain that dispute or controversy in confidence between themselves and their attorneys and other professionals reasonably required to assist them in the matter and to instruct and require their attorneys and other professionals to maintain such confidentiality. The Firm and the Client agree in advance to any agreement or order of confidentiality that may be necessary in any litigation, arbitration, or other legal proceeding in respect of a dispute or other controversy between them to maintain such confidentiality.

**NON-SOLICITATION:** Until the termination of the Firm's representation of the Client and for a period of two years thereafter (the "**Relevant Period**"), except as otherwise permitted by law in contravention of the agreements in this paragraph, the Client agrees that it will not, and will ensure that its Affiliates do not, directly or indirectly, take the following actions (the "**Client Restricted Actions**"): (a) solicit or attempt to solicit for employment or engagement as a contractor (each a "**Client Engagement**") any persons employed by the Firm during the Relevant Period, (b) undertake a Client Engagement of any persons employed by the Firm during the Relevant Period, (c) induce any employee of the Firm during the Relevant Period to leave the employment of the Firm or (d) while in the employ of the Firm, induce any employee of the Firm to provide, or accept from any employee of the Firm, services that the Firm provides, other than through the Firm and under the Firm's terms of services; provided that the preceding shall not apply to any employee of the Firm that has not been in the employ of the Firm for at least one year prior to any action that would otherwise be a Client Restricted Action. If the Client or any of its Relevant Persons shall during the Relevant Period undertake a Client Engagement of any person that was employed by the Firm or who has been employed by the Firm within one year of such Client Engagement, regardless that such Client Engagement may be permitted by law in contravention of the agreements in this paragraph, the Firm may, by written notice to the Client, waive the applicable Client Restricted Action that would prohibit such Client Engagement by the Client or its Relevant Person, in which case the Client shall be obligated to pay the Firm 30% of such person's annualized compensation under the Client Engagement (even if the person is not promised that such Client Engagement may be for a period of an entire year), including any promised bonuses, which payment shall be due from the Client within 15 days of the Firm's written waiver notice whether it was the Client or any of its Relevant Persons who undertook the Client Engagement of such person.

During the Relevant Period, except as otherwise permitted by law in contravention of the agreements in this paragraph, the Firm agrees that it will not, and will ensure that its Affiliates do not, directly or indirectly, take the following actions (the "**Firm Restricted Actions**"): (a) solicit or attempt to solicit for employment or engagement as a contractor (each a "**Firm Engagement**") any persons employed by the Client during the Relevant Period, (b) undertake a Firm Engagement of any persons employed by the Client during the Relevant Period, or (c) induce any employee of the Client during the Relevant Period to leave the employment of the Client; provided that the preceding restrictions shall not apply to any employee of the Client that has not been in the employ of the Client for at least one year prior to any action that would otherwise be a Client Restricted Action. If the Firm or any of its Relevant Persons shall during the Relevant Period undertake a Firm Engagement of any person that was employed by the Client or who has been employed by the Client within one year of such Firm Engagement, regardless that such Firm Engagement may be permitted by law in contravention of the agreements in this paragraph, the Client may, by written notice to the Firm, waive the applicable Firm Restricted Action that would prohibit such Engagement by the Firm or its Relevant Person, in which case the Firm shall be obligated to pay the Client 30% of such person's annualized compensation under the Firm Engagement (even if the person is not promised that such Firm Engagement may be for a period of an entire year), including any promised bonuses, which payment shall be due from the Firm within 15 days of the Client's written waiver notice whether it was the Firm or any of its Relevant Persons who undertook the Firm Engagement of such person.

Nothing in the preceding two paragraphs shall prohibit any general solicitation for employment or engagement as a contractor by any party.

**CONTRACTUAL IN NATURE:** It is expressly understood and agreed that the terms of the Agreement are contractual and not merely recitations.

**MODIFICATION IN WRITING ONLY:** The Agreement is the final agreement among the Firm and the Client and nothing verbal or in writing prior to the Agreement shall have any enforceability, the Agreement supersedes all such prior communications, acts or agreements, and all documents and instruments executed in connection herewith or in furtherance hereof may not be amended, modified, or supplemented except by instrument in writing signed by the Firm and the Client.

**HEADINGS:** The headings in the Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of the provisions hereof.

**WAIVER:** All waivers of rights granted under the Agreement or of breaches or violations of any provisions of the Agreement must be assented to in writing by an authorized agent of the waiving party to be effective. The waiver by either party to the Agreement of any breach or violation of any provision of the Agreement shall operate or be construed to be a waiver of any subsequent breach or violation of the Agreement. The decision by either party to the Agreement not to pursue any rights granted by any provision of the Agreement shall operate or be construed to be a waiver of any such rights or subsequent opportunity to pursue such rights.

**CHOICE OF LAW:** The Agreement, and issues arising from or related to the Agreement, shall be interpreted and construed under the laws of Texas. In the event of any conflict of law, the laws of Texas shall prevail, without regard to the application of conflict of law rules.

**JURISDICTION:** If in any event that an order is sought to enforce the dispute resolution provisions above or in any event that litigation may occur in respect of our services or the Agreement or any Claim, each of the Firm and the Client irrevocably and unconditionally submit to the exclusive jurisdiction of any federal or state court located in Collin County, Texas over any such order or litigation, or any of the agreements or transactions contemplated hereby. The Client further irrevocably and unconditionally submits to the jurisdiction of any court wherever located for the purpose of joining upon motion of the Firm in respect of any order, litigation, suit, action, or other proceeding brought by any third party against the Firm relating to any enforcement of the dispute resolution provisions above or in any litigation may occur in respect of our services or the Agreement or any Claim.

**LIMITATIONS:** Even with a close and ongoing relationship with our clients which might approach the nature of, or even be referred to as one of, a general counsel we are not "in-house employed counsel" with our clients and do not have day-to-day, hour-to-hour internal information regarding our clients as might a general counsel. As such, we are engaged to assist you on discreet Matters on an episodic basis. As such you may not rely that we will address, and you release us from liability for not addressing, matters and issues that are not by necessity included in any specific Matter and that you do not inform us of in writing (which may be my email or by our confirmation of it by email) and explicitly ask for our services to address. Also, we take no responsibility for and you release us from liability for any actions or communications which you take that are not considered by us in advance and that you undertake before we provide advice or in respect of which you fail to comply with our specific advice, including without limitation, any failure to use specific language that we provide.

You acknowledge and agree that the Firm will not be liable under any circumstances to you or any other party, person or entity for any damages or losses that may result where we are not the cause from (a) events beyond our control; (b) disbursement or non-disbursement of funds by payment processors (and you are not relieved from payment of amounts owed by us that fail in this regard); (c) loss or liability resulting from the unauthorized use or misuse of any account numbers, passwords or security authentication options; (d) unauthorized access or alteration of your transmissions or data; (e) statements or conduct of any third party; (f) loss or liability relating to the deletion of or failure to store email or other electronic messages; or (g) violation of any third-party rights, including, but not limited to, rights of publicity, rights of privacy, intellectual property rights and any other proprietary rights.

**THE FIRM AND THE CLIENT AGREE THAT NEITHER SHALL NOT BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES), WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**YOU ACKNOWLEDGE AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY OF OUR SERVICES MUST (WHETHER SUCH CLAIM OR CAUSE OF ACTION IS THAT OF THE FIRM OR THE CLIENT) BE FILED WITH AN APPROPRIATE MEDIATOR, ARBITRATOR OR COURT WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION INITIALLY AROSE OR REASONABLY COULD HAVE BEEN DISCOVERED OTHERWISE SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED. AS A MATTER OF CLARITY, THE FILING OF A CLAIM WITH A MEDIATOR AS DESCRIBED ABOVE SHALL TOLL THIS LIMITATION AND SHALL AVOID THE CLAIM BEING BARRED, BUT ANY COMMUNICATIONS PRIOR THERETO SHALL NOT BE SUFFICIENT TO TOLL THIS LIMITATION.**

**YOU FURTHER AGREE THAT ANY DISPUTE OR DISAGREEMENT RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. AS SUCH YOU ACKNOWLEDGE AND AGREE THAT YOU MAY NOT BRING A CLAIM THAT RELATES TO OR ARISES OUT**

**OF THIS AGREEMENT OR THE SERVICES AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION, A CONSOLIDATED ACTION OR A REPRESENTATIVE ACTION. YOU ACKNOWLEDGE AND AGREE THAT CLASS ACTIONS, REPRESENTATIVE ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ACTIONS ARE NOT PERMITTED.**

**YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT AND ABSENT SUCH LIMITATIONS, WE WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE SERVICES HEREUNDER.**

**NOTICE REQUIRED BY THE STATE BAR OF TEXAS:** Texas attorneys must provide notice to clients of the existence of the grievance process in respect of client issues with their attorneys. The required notice is as follows: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

**MODIFICATIONS:** These Standard Terms may be amended or otherwise modified from time to time and you shall be bound by such amendments or modifications when they are provided to you or published on our website' provided that any amendment of modification of these Standard Terms from those in effect at the time of the Firm initiating its representation of you that are materially adverse to your interests will not be applicable to you unless you agree to be bound by such specifically adverse amendments or other modifications.

Version 2021.07.01