

## Standard Terms of Engagement

Unless otherwise agreed to in writing by our firm's Managing Partner, the terms and conditions below apply to work conducted by Rolf Martin Lang LLP for Client. We ask that Client review these terms carefully and contact our Managing Partner promptly with any questions. We suggest that Client retain this document together with any engagement letter(s) with our firm.

### 1. **Financial Terms.**

- a. **Billing.** Unless otherwise agreed to in writing, we will charge hourly for services rendered (typically in tenth of an hour increments). Client will be charged for substantive work or advice provided to or conducted on behalf of Client, including reviewing, drafting, and responding to communications from Client or on its behalf.
- b. **Invoices.** We will provide Client a monthly statement of charges and costs. Any fees incurred are due and payable upon receipt of the invoice. Unless Client provides written instructions at the time of payment directing application to a specific invoice or matter, delivered to the firm's designated billing contact and copied to the Managing Partner, Client agrees that we may apply any payments made by Client to any outstanding balance owed by Client or any affiliated entity. We will not continue representation of Client if prompt payments are not made.
- c. **Hourly Fees.** Hourly fees are set based on the time spent, the experience of the professional involved, the demands of the matter, and other factors the firm considers relevant. Our billing rates are not uniform across clients or matters and may vary depending on the type of work performed and the markets we serve. Rates are reviewed periodically and may be adjusted, with notice provided through your invoices.
- d. **Flat Fees.** In instances in which we agree to charge Client a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal and/or engagement letter. Any additional work will be billed at our hourly rates unless otherwise agreed in writing.
- e. **Expenses.** Any expenses incurred by our firm on Client's behalf, including but not limited to travel, electronic research fees, court reporter fees, filing fees, delivery expenses, postage, messenger services, overtime for non-professional staff, testimonial and presentation aids, supplies, etc., if any, will be added to the fees charged.

For research purposes, we will attempt to utilize free resources whenever available, however, paid resources, including, but not limited to, online services such as Westlaw, LexisNexis, PACER, and Accurint may be used. We will charge Client a fixed access rate whenever electronic research is used to cover the cost associated with providing and billing for these electronic research services. Client will also be charged either the cost of the searches performed or a per-transaction charge, which is calculated to approximate the cost we are charged by the electronic research service for each search performed.

- f. **Total Fees.** We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. (Maximum fee agreements may only be entered into in an agreement signed by our Managing Partner). The ultimate cost is invariably more or less than the amount estimated. In addition, Client's obligation to pay our fees and costs is in no way contingent on the ultimate outcome of the matter. Client recognizes that many factors outside of the control of our firm may directly affect the total fees charged, including, but not limited to, the difficulties



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of the issues presented in the matter, opposing parties, any court or tribunal, or time demands placed on our firm by Client.

- g. **Disputing Charges.** If Client disagrees with a charge, Client must notify us in writing within sixty (60) days after receipt of the first invoice that includes the disputed charge and provide the reasons and supporting information for the dispute. Written notice of a disputed charge may be provided by email to the Managing Partner or Firm Administrator. Failure to provide such written notice within sixty (60) days shall result in the charges being deemed accepted and accurate for purposes of billing and payment enforcement. Notwithstanding the foregoing, any communication concerning full or partial satisfaction of a debt, including any instrument tendered as payment in full or as an accord and satisfaction, must be sent by certified mail to the Managing Partner at 31105 Bainbridge Road, Suite 4, Solon, Ohio 44139, with a certified mail copy to the Firm Administrator at the same address. No such instrument or communication shall be effective unless delivered in this manner.
- h. **Electronic Billing.** Our firm uses a billing system that emails invoices. Client is responsible for providing and maintaining a valid email address for receipt of these invoices. If Client requires invoices to be sent via postal mail, an additional administrative fee of one hundred dollars (\$100) per invoice will be charged to cover processing and mailing costs.
- i. **Termination for Late Payment.** We may terminate our representation of Client for late payment of charges at our discretion, and, if applicable, may file an application for withdrawal as legal counsel to any tribunal. Client hereby authorizes the filing of any notices of withdrawal if our firm decides to terminate this agreement due to Client's nonpayment of charges.
- j. **Late Fees.** Invoices are due upon receipt unless otherwise agreed in writing by the Managing Partner. Any amounts unpaid for more than sixty (60) days from the invoice date will accrue a late fee of 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less. We reserve the right to suspend or terminate representation for non-payment. If representation is suspended or terminated, any accrued interest or late fees may be added to the total balance due as of the date of suspension or termination. We may, in our discretion, apply any payments received to accrued interest, late fees, or outstanding balances.

## 2. **Use of Trust Deposit.**

- a. **Purpose and Safekeeping.** Any Trust Deposit provided by Client will be held in the firm's Interest on Lawyer Trust Account (IOLTA) in accordance with applicable law. The Trust Deposit is intended to serve as security for payment of fees and costs incurred in the representation and is not earned upon receipt.
- b. **Application of Funds.** As a general practice, we will not apply the Trust Deposit toward invoices so long as Client remains current in payment of all amounts due. Client will pay invoices as issued. We reserve the right, in our discretion, to apply all or any portion of the Trust Deposit to fees that have been earned or costs that have been incurred and billed, including, without limitation, if Client fails to remain current in its payment obligations or if we reasonably believe that Client's financial condition materially impairs its ability to satisfy its payment obligations. Any such application will be reflected on the next invoice or account statement issued to Client, and such invoice or statement shall constitute sufficient notice of the application. If the Trust Deposit is applied, Client agrees to promptly replenish it to the required amount upon written notice, which may be provided through the firm's invoice or account statement.



- c. **Maintenance of Deposit.** We make no representation that total fees and costs will be limited to the amount of the Trust Deposit. If we reasonably determine that fees and expenses are likely to exceed the amount then held in trust, we may require Client to replenish or increase the Trust Deposit upon notice.
  - d. **Conclusion of Representation.** Upon termination of the representation, any portion of the Trust Deposit not applied to earned fees or incurred costs will be returned to Client after all outstanding balances have been satisfied.
3. **Scope of Engagement.** Our practice with new clients is to describe the scope of our initial engagement in an engagement letter. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement, we limit our services to those requested by Client and those we deem reasonably necessary to accomplish the requested services. If Client asks us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what Client requests, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent Client expressly requests in writing that our firm advise or assist Client concerning insurance coverage relating to Client's legal matters, Client agrees to take full responsibility for determining whether coverage exists and to notify any carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter. Nor shall our firm have any obligation to inform or advise Client regarding its data security or privacy practices unless Client so requests in writing.

Unless otherwise agreed in writing in a document signed by our Managing Partner, our representation does not include monitoring changes in applicable law or regulations after the conclusion of a matter, and we have no obligation to update Client regarding subsequent legal developments.

4. **No Guarantee.** We are committed to using our best efforts to represent Client; however, we cannot guarantee that the results desired by Client through this representation can or will be achieved.
5. **Certain Client Responsibilities.** Client agrees to cooperate fully with our firm, to provide promptly and candidly all information (including documents and electronic data) known or available to Client that is relevant to our representation. If Client's engagement involves actual or potential claims or litigation, Client has an obligation to preserve potentially relevant information, including electronic data. It is important for Client to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If Client has questions, Client should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which Client has engaged us becomes reasonably foreseeable. Client also agrees to respond promptly to our requests or direction and other communications and to attend meetings and court proceedings at our request.
6. **Document Destruction.** Our firm maintains a document retention and destruction policy under which physical and electronic records related to a matter may be destroyed after the matter is concluded and a reasonable period of time has passed. The specific retention period may vary depending on the nature of the matter, legal requirements, and administrative considerations.

Client is responsible for maintaining its own copies of documents and materials related to the representation. Upon written request and prior to destruction, we will make reasonable efforts to provide Client with copies of documents in our possession, subject to payment of reasonable copying, retrieval, and delivery costs.



Unless otherwise agreed in writing in a document signed by our Managing Partner, we are not obligated to retain files indefinitely. Client acknowledges and agrees that the firm shall not be responsible for the loss or destruction of documents that are destroyed in accordance with our document retention policy, except to the extent prohibited by applicable law or the Ohio Rules of Professional Conduct.

7. **Confidentiality.** We will not reveal information relating to the representation of Client, including information protected by the attorney-client privilege, unless Client gives its consent or if disclosure is permitted under the relevant rules of professional conduct. We may disclose the fact that we represent Client in order to avoid a conflict of interest or for marketing or informational purposes. If Client does not wish for us to disclose the fact that we represent Client, then please notify our Managing Partner of that fact in writing. We agree to maintain the confidentiality of any protected health information (“PHI”) of Client’s patients, clients or residents that it receives as part of this engagement in accordance with our firm’s standard HIPAA Business Associate Agreement (located at [www.RolfLaw.com/BAA](http://www.RolfLaw.com/BAA)).
8. **Conflicts of Interest.** We have undertaken a limited review of our records for any potential conflicts of interest with the persons or entities that Client has disclosed in connection with this engagement. Due to the size of our practice, however, we cannot be certain that all relationships have been or will be identified. In taking on this representation, we commit that we will not represent any other client in any matter adverse to Client that is substantially related to a matter in which we represent Client. What this commitment means is that we will not take on any matter adverse to Client on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of Client, would be material. In return for our agreement to represent Client in this matter and future matters (if any), Client consents and agrees that we may be adverse to Client on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:
  - a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with Client in which we represent another party, and preparation for other clients of contracts or other legal documents to which Client will be a party or that may affect Client’s rights or obligations;
  - b. Advice regarding the existence, scope or validity of Client’s rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which Client may be party or that may affect Client’s legal rights or obligations;
  - c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against Client or that Client may have against them, in disputes with Client of any nature, or in claims our other clients may assert against Client or Client against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.
  - d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in matters in which Client is a creditor, debtor or other party in interest;
  - e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of Client’s rights in intellectual property and assistance in securing or protecting other clients’ intellectual property in ways that may limit or constrain Client’s rights;



- f. Real estate, zoning and environmental matters in which Client's interests in real property may be involved or adversely affected, or in which Client may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on Client, and discovery requests (including subpoenas) that have been served by Client on others.

If Client withdraws or modifies this advance waiver in any respect, Client agrees and consents to our withdrawal from our representation of Client pursuant to these Standard Terms of Engagement and the applicable Rules of Professional Conduct.

Client acknowledges that it has had the opportunity to seek independent counsel regarding this advance conflict waiver and provides informed consent to the waivers described herein.

In addition, if there are parties adverse to Client in the matter we are undertaking on Client's behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent Client. Even though we would, as a result, be receiving some fee income from Client's adversary, Client consents to our representing such parties in matters that are not substantially related to any of our work for Client. For our part, we commit to continued zealous representation of Client's interests in the matters in which we do represent Client notwithstanding any fee income we may receive from Client's adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information Client shares with us in connection with our representation of Client and not to use such information to Client's detriment.

9. **Communication.** Our firm will generally communicate with Client via email and mobile devices. Our firm has a general policy to only transmit PHI through email using encryption. If you wish to send us PHI, we suggest that you also send the information using encrypted email or through a secure link (e.g., using the "Send Files Securely" link located in our attorneys' email footers). However, we will follow Client's practices in this regard. If Client transmits PHI to us via unencrypted email, we will interpret that as Client's consent for us to use the same method to send PHI to Client. In addition, our firm often shares mobile phone numbers with Clients and is amenable to texting for convenience. For enhanced security, we recommend using end-to-end encrypted platforms, such as Signal, for transmitting sensitive information. However, if Client chooses to communicate with us via standard text message, we will interpret this as the Client's consent for us to respond using the same method. Note that there is a chance that information sent to us via non-encrypted email or conveyed via standard SMS texting or cellular phone could be intercepted. If Client does not wish us to communicate using email or cellular telephone, please notify our Managing Partner of that fact in writing.
10. **Arbitration.** THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM OR AGAINST ANY AGENT, EMPLOYEE, SUCCESSOR, OR ASSIGN OF THE OTHER, WHETHER RELATED TO THIS AGREEMENT OR OTHERWISE, AND ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OR DUTIES CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING THE VALIDITY OF THIS ARBITRATION CLAUSE, SHALL BE RESOLVED BY BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), UNDER THE ARBITRATION RULES THEN IN EFFECT. ANY AWARD OF THE ARBITRATOR(S) MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK TEMPORARY OR INJUNCTIVE RELIEF IN A COURT OF COMPETENT JURISDICTION, AND THE FIRM MAY PURSUE COLLECTION OF UNPAID FEES IN A COURT OF COMPETENT JURISDICTION.



INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION OR AT ITS CORPORATE HEADQUARTERS, 335 MADISON AVENUE, FLOOR 10, NEW YORK, NEW YORK 10017-4605. TELEPHONE: 212-716-5800, FAX: 212-716-5905, WEBSITE: WWW.ADR.ORG. IF THE AAA PROCESS IS NO LONGER IN EXISTENCE AT THE TIME OF THE DISPUTE, OR AAA IS UNWILLING OR UNABLE TO CONDUCT THE ARBITRATION, THEN THE PARTIES SHALL MUTUALLY AGREE ON AN ALTERNATIVE ORGANIZATION TO CONDUCT THE ARBITRATION. THIS AGREEMENT SHALL BE INTERPRETED UNDER THE FEDERAL ARBITRATION ACT. THE VENUE FOR ANY ARBITRATION SHALL BE CONDUCTED AT 31105 BAINBRIDGE ROAD, SOLON, OHIO 44139, OR AT ANOTHER LOCATION MUTUALLY AGREED UPON BY THE PARTIES IN WRITING. BY AGREEING TO ARBITRATION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT DISPUTES WILL NOT BE RESOLVED IN COURT OR BY A JURY, AND THAT APPEAL RIGHTS ARE LIMITED.

11. **Termination.** Our representation of the Client may be ended at any time by the Client or by Rolf Martin Lang LLP, subject to our ethical requirements and professional responsibilities. Conditions that may merit termination of our representation of Client include, but are not limited to: nonpayment, Client is uncooperative with our representation, or the occurrence of irresolvable conflicts of interest. Upon termination of this engagement by either party, Client is responsible for timely payments of all accrued fees. To the extent permitted by applicable law, we may retain Client papers and property until all outstanding balances are satisfied.
12. **Representations.** If Client is an entity managing, coordinating services or overseeing other entities for which this engagement will apply, Client certifies and warrants as an inducement for Rolf Martin Lang LLP to provide services to Client and/or its affiliated entities that it has the power to bind all entities jointly and severally for all services provided pursuant to this engagement agreement, and does so bind all such entities, and that each such entity agrees to be bound by these Standard Terms of Engagement.
13. **Waiver.** The failure or delay by our firm to enforce any provision of its engagement agreement(s) or these standard terms of engagement shall not constitute a waiver of its right to enforce that provision or any other provision of these terms at any time. A waiver of any specific breach or default shall not constitute a waiver of any subsequent breach or default. No waiver of any term or condition shall be effective unless made in writing and signed by Rolf Martin Lang LLP's Managing Partner.
14. **Interpretation.** (a) Unless our Managing Partner explicitly agrees otherwise in writing, the engagement letter and these Standard Terms of Engagement constitute the agreed upon terms and conditions of our engagement and supersede any prior agreements, understandings, and representations in relation to the subject matter of this agreement, whether written or oral. (b) If any provision of these Standard Terms of Engagement is held invalid or unenforceable for any reason or to any extent, the invalidity or enforceability will not affect or render invalid or unenforceable the remaining provisions, and the application of that provision will be enforced to the extent permitted by law. (c) Time is of the essence with respect to Client's payment obligations, replenishment of trust deposits, and notices of dispute under these Standard Terms of Engagement.

