



Law Office of Michael Martin

Engagement Terms and Conditions

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Preface

Thank you for choosing us to serve as your legal counsel. We are delighted to have the opportunity to represent you and deeply honored by the trust you have placed in us. Our goal is to deliver high-quality legal services tailored to your needs, all at a fair and reasonable cost, ensuring that you receive exceptional value and support throughout our partnership.

At the heart of the attorney-client relationship lies mutual trust and confidence. We are dedicated to fostering open communication and invite you to reach out with any questions or concerns—whether about your engagement agreement with us (including these engagement terms and conditions), our approach to your legal matters, or any other aspect of our services. Your peace of mind and clarity are priorities for us.

These engagement terms and conditions, together with the main body of your engagement agreement with us and any active services addenda, outline the terms and conditions of our representation. These engagement terms and conditions are designed to provide a clear foundation for our collaboration, ensuring that we can work together effectively to achieve your objectives.



Law Office of Michael Martin—

Engagement Terms & Conditions

Except as any contract (in each case, the **Agreement**) between the Law Office of Michael Martin, a sole proprietorship (**Attorney**), and the person or persons (each, a **Represented Person**, and collectively, **Client**) that engage Attorney to provide legal services of any kind otherwise expressly provides, these terms and conditions (these **Terms**) will apply to the engagement for which the Agreement provides (the **Engagement**), whether or not the Agreement expressly incorporates these Terms by reference. Attorney and Client are, together, the **Parties** to the Engagement and the Agreement.

ATTORNEY ADVISES EACH REPRESENTED PERSON TO RETAIN INDEPENDENT LEGAL COUNSEL TO REPRESENT SUCH REPRESENTED PERSON IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THE AGREEMENT AND EACH SERVICES ADDENDUM. EACH REPRESENTED PERSON REPRESENTS THAT SUCH REPRESENTED PERSON HAS OR WILL HAVE SOUGHT AND OBTAINED SUCH INDEPENDENT LEGAL COUNSEL TO THE EXTENT SUCH REPRESENTED PERSON HAS DEEMED IT NECESSARY, APPROPRIATE, OR DESIRABLE IN SUCH REPRESENTED PERSON'S SOLE DISCRETION.

1 Condition to Engagement

- A The Agreement will not take effect, and Attorney will have no obligation to provide legal advice or services to Client or on Client's behalf, until Client has signed and returned to Attorney a copy of an instrument in form and substance satisfactory to Attorney memorializing the Engagement and made the initial security deposit, if any, that Section 20 (Security Deposit) requires. Attorney may in Attorney's sole discretion waive such condition in whole or in part. If attorney provides any legal advice or services to Client or on Client's behalf before such condition is satisfied in full, the Engagement will exist at Attorney's commencement thereof subject in all respects to these Terms, which will immediately be and become legally binding on Client as a contract.

2 Client

- A For purposes of the Agreement, the Engagement, and the Services, Client includes, and Attorney will represent the interests of, the Represented Persons. Client does not include, and Attorney will not represent the individual interests of the shareholders, partners, members, directors, managers, officers, employees, or other stakeholders of any Represented Person, except to the extent any such person is expressly named and signs the Agreement as a Represented Person in any such capacity.



3 Joint Representation

- A If Client is comprised of more than one Represented Person, each Represented Person acknowledges that inherent to any joint representation is the potential for conflicts of interest to arise or become apparent during such joint representation because facts or circumstances change after the joint representation begins or because preexisting facts and circumstances unknown to all concerned parties at the outset of the representation become known.
- B If any conflict of interest arises or becomes apparent during the Engagement (each such occurrence, a **Joint Representation Conflict**), Attorney must insist the Represented Persons resolve such Joint Representation Conflict among themselves without Attorney's advice or assistance.
- C If any Joint Representation Conflict persists without resolution, Attorney may not be able to continue to represent all or any Represented Persons.
- D Furthermore, while the Represented Persons jointly will be entitled to Attorney's loyalty and confidentiality, and to the benefit of any attorney-client privilege, attorney work product privilege, or other privilege applicable law affords the attorney-client relationship, as against all persons that are not Represented Persons, no individual Represented Person will be entitled to Attorney's loyalty or confidentiality, or to the benefit of any attorney-client privilege, attorney work product privilege, or other privilege applicable law affords the attorney-client relationship, as against any other Represented Person.
- E Accordingly, all else being equal—i.e., without regard to the substantial costs and potential delays of doing so—it would be best for each Represented Person to be represented by independent legal counsel in connection with the matters the Engagement contemplates (collectively, the **Engagement Subject Matter**).
- F The Represented Persons have independently determined, however, that all else is not equal in the case of the Engagement Subject Matter. Therefore, each Represented Person requests that Attorney represent the Represented Persons jointly with respect to the Engagement Subject Matter, consents to Attorney representing all Represented Persons jointly with respect to the Engagement Subject Matter, waives to the extent applicable law permits any Joint Representation Conflict that may now exist or hereafter arise in connection with the Engagement Subject Matter, and represents that:
- i Such Represented Person is in general agreement with each other Represented Person about the Represented Persons' collective goals and objectives with respect to the Engagement Subject Matter.
 - ii Such Represented Person's individual interests with respect to the Engagement Subject Matter are generally consistent with those of each, and not fundamentally or irreconcilably in conflict with those of any, other Represented Person.
 - iii There is sufficient commonality of interests among all Represented Persons with respect to the Engagement Subject Matter to justify engaging Attorney to jointly represent all Represented Persons.
 - iv Notwithstanding the possibility of the occurrence of one or more Joint Representation Conflicts, it is in such Represented Person's individual best interests, and the mutual



best interests of all Represented Persons, that Attorney jointly represent all Represented Persons in connection with the Engagement Subject Matter.

4 Services

- A Client engages Attorney to provide the legal advice and services described in one or more services addenda to the Agreement (each, a **Services Addendum**) or as Client may otherwise request and Attorney agree from time to time (such legal advice and services, collectively, the **Services**).
- B The Services do not include legal advice or services of any kind with respect to tax or litigation matters, and do not include non-legal business, financial, or other advice or services of any kind.
- C The Parties incorporate each Services Addendum into, and make it a part of, the Agreement to the same extent as if set forth in full in the Agreement. If any term or condition of any Services Addendum conflicts with any term or condition the Agreement or any exhibit to the Agreement contains, the term or condition as set forth in the applicable Services Addendum will govern to the extent necessary to resolve such conflict.
- D The Parties will cooperate in good faith to facilitate completion of the Services punctually, competently, effectively, efficiently, and in a manner consistent with lawful, sound, prudent, and reasonable business practices.
- E Attorney will use commercially reasonable efforts to:
 - i Acknowledge receipt of all Client communications within one business day.
 - ii Provide substantive responses to routine Client inquiries within three business days.
 - iii Schedule requested meetings or conferences within five business days.
 - iv Complete and return document reviews within timeframes agreed upon in the applicable Services Addendum.

5 Client Responsibilities

- A Attorney's ability effectively and efficiently to provide the Services to Client in a timely manner is contingent, among other things, on Client's active, prompt, good faith cooperation and collaboration. Accordingly, Client will cooperate and collaborate in good faith with Attorney to allow Attorney effectively and efficiently to provide the Services in a timely manner. Without limiting the generality of the immediately preceding sentence, Client will:
 - i Promptly give Attorney access to Client's personnel, premises, equipment, systems, and data to the extent reasonably necessary to enable Attorney to provide the Services.
 - ii Promptly acknowledge receipt of all written communications Attorney sends to Client under the Agreement or in connection with the Engagement or the Services.
 - iii Promptly, accurately, and completely respond to all reasonable requests Attorney may make for instructions, information, or approvals.



- iv Whenever Attorney requests documents, data, or other information, promptly provide not only the specific documents, data, or other information requested, but also all other documents, data, or other information of which Client is aware that is necessary, appropriate, or desirable to allow Attorney to put in proper context and understand correctly the specific requested documents, data, or other information.
 - v Promptly and thoroughly review and give reasonably detailed written feedback with respect to or confirm acceptance of all documents and other deliverables Attorney sends or submits to Client in connection with the Engagement or the Services, including legal memoranda, primers, and the like pertinent thereto.
 - vi Promptly notify Attorney of any material change of which Client is aware in any fact or circumstance pertinent to the Engagement or the Services.
 - vii Take all other steps necessary, appropriate, or desirable to prevent Client-caused delays in Attorney's provision of the Services.
- B Client, not Attorney, possesses primary knowledge of the business, operational context, and “edge-case” scenarios that may affect any legal analysis the Engagement or the Services contemplate. Attorney will exercise reasonable professional judgment to identify additional potentially relevant scenarios, but the ultimate responsibility for ensuring that all relevant facts and potential permutations are disclosed rests with Client.
- C Client is responsible for monitoring its ongoing business activities, transactions, and legal and regulatory environment and for notifying Attorney in writing if any fact, assumption, or circumstance on which prior advice was based changes or is reasonably likely to change. Unless and until such notice is given, Attorney is entitled to rely on the accuracy and completeness of the information Client previously supplied and has no duty to update earlier advice.
- D If Client furnishes any precedent, example, or template document for use in connection with the Services, Client acknowledges that Attorney, in Attorney's professional judgment, may need to substantially revise, restyle, or rewrite such material to ensure clear, concise, and unambiguous English; conform to the stylistic conventions and defined-term architecture of the other transaction documents; and modularize provisions for future reuse or amendment. Time spent reviewing, revising, or replacing Client-furnished materials will be billed as part of the Services at the applicable rate (including, if under a fixed-fee arrangement, as additional Services billable on hourly fee-for-services basis).
- E Client understands that shorter documents are not necessarily simpler, faster, or less expensive to prepare. Each drafting approach—concise, narrative, or highly modular— involves trade-offs in cost, clarity, risk allocation, and enforceability. Attorney will use commercially reasonable efforts to explain these trade-offs during consultations but has no obligation to memorialize such explanations in writing unless specifically engaged to do so.
- F When Attorney supplies Client any legal memoranda, primers, checklists, or similar educational or reference materials, Client will read such reference materials in their entirety; promptly request clarification of any portion Client does not understand; and not circulate or rely on excerpts taken out of context. Failure to seek timely clarification



will be deemed acknowledgment that Client understands and accepts such reference materials as delivered.

- G Attorney is not obligated to re-explain general legal or commercial concepts that have been previously covered with Client or that Client, in the exercise of ordinary professional diligence, can reasonably be expected to understand. Attorney may reasonably rely on Client's own knowledge, skills, and experience in Client's industry and operations when rendering advice.
- H Attorney's role is advisory. All business, commercial, and strategic decisions remain solely with Client. Client retains all responsibility and liability for decisions made or actions taken based on Attorney's advice, drafts, or reference materials.
- I Attorney will not be responsible or liable for any delay or failure of performance, or any resulting adverse outcome, loss, cost, or damage, caused in whole or in part by Client's delay in performing or failure to perform any of its obligations under the Agreement, including any Services Addendum.

6 No Guaranty

- A Every business transaction and project, estate plan and administration, and other legal matter is unique. Even transactions, projects, plans, administrations, and other matters with superficially similar facts and circumstances can differ substantially depending on the issues the parties wish to negotiate or contest, the complexity of the issues that arise over the matter's course, the parties' perceived and actual negotiating leverage and how they choose to apply it, the strategies and tactics the parties choose to employ, and numerous other factors.
- B Accordingly, Attorney cannot and does not guarantee that Client will obtain any particular result in connection with any transaction, project, plan, administration, or other matter with respect to which Attorney provides to Client any advice or services of any kind. Any opinion that Attorney may offer regarding the potential outcome of any such transaction, project, plan, administration, or other matter, or any portion thereof, constitutes an expression of opinion only, not a guaranty or promise.

7 Other Counsel; Experts

- A Attorney is a sole practitioner. To provide Client with the highest quality and most comprehensive legal advice and services possible, Attorney may occasionally need to obtain the advice of attorneys that are experts in areas of the law, such as tax, antitrust, labor, employee benefits, litigation, and patents, in which Attorney does not specialize. Attorney also may require the advice of local counsel in jurisdictions other than the states of New York and California, as well as non-lawyer accountants, experts, consultants, or investigators. To the extent Attorney deems necessary, appropriate, or desirable properly to provide the Services, Attorney will, with Client's prior authorization, engage such persons on Client's behalf.
- B Without limiting the generality of the foregoing, nearly every business transaction or project, estate plan or administration, or other legal matter of any nature demands the



advice of a qualified tax attorney or accountant. If Client does not already have a qualified tax advisor of Client's own retained and involved in any transaction, project, plan, administration, or other matter with respect to which Attorney provides Client any Services, Attorney highly recommends that Client authorize Attorney to engage such a qualified tax advisor for such matter on Client's behalf.

ATTORNEY IS NOT AN EXPERT IN TAX, ANTITRUST, LABOR, EMPLOYEE BENEFIT, LITIGATION, PATENT, OR INVESTMENT ADVISOR MATTERS. ANY GUIDANCE ATTORNEY MAY GIVE CLIENT WITH RESPECT TO ANY SUCH MATTERS IS PURELY FOR INFORMATIONAL PURPOSES. ATTORNEY URGES CLIENT TO OBTAIN ADVICE FROM QUALIFIED EXPERTS IN THOSE AREAS OF THE LAW, SHOULD CLIENT DEEM IT NECESSARY, APPROPRIATE, OR DESIRABLE IN CLIENT'S SOLE DISCRETION.

8 Base Hourly Rate

- A Attorney's initial base rate for any Services Attorney provides on an hourly fee-for-services basis is the amount specified opposite the heading *Initial Base Hourly Rate* in the *Principal Terms and Conditions* section of the Agreement's main body (the **Initial Base Hourly Rate**).
- B The Initial Base Hourly Rate will be adjusted automatically at the beginning of each calendar quarter during the term to keep pace with inflation as and when the *United States Bureau of Labor Statistics* (BLS) reports it as measured by the *Consumer Price Index* (CPI) (Attorney's base rate as so adjusted from time to time, the **Base Hourly Rate**).
- C Attorney may also increase the Base Hourly Rate at any time and from time to time in Attorney's sole discretion with thirty days' written notice to Client.

9 Fees

- A Except as the Parties may otherwise agree in a Services Addendum signed by both, Attorney will bill Client and Client will pay Attorney for all Services on an hourly fee-for-services basis at the Base Hourly Rate.
- B Whenever Attorney performs the Services on an hourly fee-for-services basis:
 - i Attorney will bill Client and Client will pay Attorney for all time Attorney spends on matters relating to the Services. Billable activities include:
 - a Legal research and analysis.
 - b Comparable transaction and business research and analysis.
 - c Due diligence investigation, review, and analysis.
 - d Meetings and conferences, whether in or outside Attorney's office, and whether with Client or any other person.
 - e Meetings and telephone and video calls and conferences, whether initiated by Attorney, Client, or any other person.
 - f Preparation, review, analysis, and revision of correspondence, agreements, governmental filings, and other documents, instruments, memoranda, and papers.



- g File organization and review.
- h Meeting, conference, and telephone call preparation.
- i Waiting necessitated by any person other than Attorney or any of Attorney's employees, whether in or outside Attorney's office, and whether or not due to any Client action or omission.
- j Travel.
- ii The minimum increment of time for billing purposes is one-tenth of an hour.
- iii The Base Hourly Rate is subject to adjustment on a billing increment-by-billing increment and billing period-to-billing period basis in Attorney's reasonable discretion to account for all material factors. Such material factors include.
 - a The urgency and gravity, including financial magnitude, of the matter.
 - b The responsibility assumed.
 - c The novelty and complexity of the legal issues and other work involved.
 - d The efficiency with which the work is accomplished.
 - e Time limitations and special demands imposed by Client or any other party, circumstances, or the nature of the matter.
 - f The results obtained.
 - g The extent to which Attorney must forgo other client opportunities to satisfy Client's requirement.
 - h Any unforeseen circumstances arising while Attorney is providing the Services.
- C Services that Attorney performs for which Client is entitled to indemnification or any other payment or reimbursement will not be subject to any discount, deferral, or contingency arrangement otherwise applicable to Attorney's fees for such Services.

10 Fixed Fee Arrangements

- A Whenever Client requests additional Services not covered by an existing Services Addendum and notifies Attorney that Client wishes for Attorney provide such Services under a fixed fee arrangement, Attorney and Client will negotiate in good faith with a view to agreeing on a fixed fee arrangement for such additional Services that is fair and reasonable to both parties under the facts and circumstances then prevailing. If a large project is not fairly and reasonably amenable to a fixed fee arrangement, the Parties will consider in good faith breaking the project up into phases where subsequent phases may become amendable to a fixed fee arrangement based upon the outcome of prior phases. If, due to time constraints imposed by Client or other facts or circumstances beyond Attorney's control, it is not possible to commence or complete such negotiations before any additional Services must reasonably begin in order to be completed within Client's contemplated timeframe, Attorney will begin to provide such services on an hourly fee-for-services basis and will continue to do so until Client and Attorney have agreed to a fixed fee arrangement for the remainder of such Services.
- B Services that Attorney performs under a fixed fee arrangement will not be subject to any discount, deferral, or contingency arrangement applicable to Attorney's fees for any other Services.
- C Notwithstanding any fixed fee arrangement to which Attorney and Client may agree in a Services Addendum or otherwise, Attorney may bill Client and Client will pay Attorney



on an hourly fee-for-services basis pursuant to *Section 9 (Fees)* for any Services that exceed in any respect the agreed fixed fee scope of work due to any cause beyond Attorney's reasonable control, including any increased burden of any nature caused in whole or in part by Client's delay in performing or failure to perform any of its obligations under the Agreement, including the cooperation obligations that *Section 5 (Client Cooperation)* imposes.

- D Whenever Attorney agrees to perform any Services under a fixed fee arrangement, whether under a Services Addendum or otherwise, if Client fails to respond promptly, and in any event within ten business days (such ten-day period, in each case, the **Information Request Waiting Period**), after Attorney's request for instructions, documents, or other information Attorney determines is necessary, appropriate, or desirable for Attorney to have to effectively and efficiently complete in a timely manner the Services such fixed fee arrangement contemplates, or if Client terminates without just cause the Services Addendum or other agreement under which Attorney agreed to a fixed fee arrangement, such Services will immediately, automatically, and irrevocably be deemed completed at the expiration of the corresponding Information Request Waiting Period or the effective time of such termination, at which time Attorney will be entitled to the entire fixed fee for which such fixed fee arrangement calls without any obligation to perform any additional Services of any kind in furtherance of the scope of work such fixed fee arrangement contemplates.

II Express Success Fee Arrangements

- A Whenever Attorney performs the Services under an express success fee arrangement, the applicable success fee is earned in full immediately upon and due and payable promptly, and in any event within three business days, after achievement of the corresponding success criteria, regardless of subsequent events or circumstances.
- B If a success criterion is the occurrence of a closing or another event signifying the consummation of a transaction, Client will ensure that the corresponding express success fee is paid simultaneously with such closing or other event. Without limiting the generality of the immediately preceding sentence, Client will provide Attorney with a true and complete copy of any payment direction letter or other payment instructions to be used in connection with any such closing or other event, which letter or other instructions provide for payment to Attorney in full of the applicable success fee, not fewer than two business days before the date such closing or other event is expected to occur. Client will not, and Client will not cause or permit any other person to, modify or waive any portion of any such payment direction letter or other payment instructions so as to reduce or delay the timely payment in full of the applicable success fee to Attorney.
- C Express success fees are in addition to, not in lieu of, all other fees payable in respect of the corresponding Services.



12 Retainer Arrangements

- A Whenever Attorney performs the Services under a monthly or other periodic retainer arrangement:
 - i Payment in full of the amount allocable to any retainer period is due before the first day of such period whether Attorney has issued an invoice or Client has received one for such period.
 - ii Retainer payments are earned in full on the due date and not refundable.
 - iii Hours allocated to one period will not carry over to any future period.
 - iv Depending on the number of committed hours, Attorney may in Attorney's sole discretion allocate a pro rata portion of any period's committed hours to each week of such period and a pro rata portion of any week's committed hours to each business day of such week to balance such committed hours with Attorney's obligations to other clients.
 - v Notwithstanding any remaining balance of committed hours in any period, if Attorney expends more than eight hours of time on any day such period providing the Services, Attorney may bill and Client will pay for any additional billable time on such day at the Base Hourly Rate, without regard to any discount that might otherwise have been applicable.

13 Marketplace Engagements and Commissions

- B If Client engages Attorney or attorney otherwise delivers any of the Services through any legal services marketplace (e.g., UpCounsel, Upwork), Attorney may process all retainers, invoices, and other amounts payable in connection with such engagements or Services through such marketplace's retainer, invoicing, or other payment mechanisms to the full extent Attorney is obligated to do so under any terms of service or contract between Attorney and such marketplace.
- C In addition to any fees and other expenses payable to Attorney or for Attorney's benefit or account, Client will promptly pay or reimburse Attorney as expenses pursuant to *Section 15* (Expenses) for the full amount of any commissions, surcharges, uplifts, or other amounts any such marketplace charges for facilitating such Services.

14 Equity Compensation

- A With due regard to the ethical rules governing attorney-client business transactions as set out in *Section 48* (Attorney Ethical Rules Applicable to Attorney-Client Business Transactions), Client represents that Attorney has advised Client and Client understands that, if Client or any Client affiliate now or at any time hereafter agrees to grant or sell, or grants or sells, to Attorney or any of Attorney's affiliates any equity interest of any kind whatsoever in Client or any Client affiliate under or in connection with the Agreement, including any Services Addendum, or the Services (any such equity consideration, **Equity Consideration**), including by means of any restricted stock grant or issuance of any convertible promissory note or simple agreement for future equity (SAFE) or similar instrument in exchange for Attorney agreeing to forgo, make



contingent, discount, or defer payment of any fees or other amounts owing to Attorney under the Agreement (each such alternative fee or billing arrangement, an **Alternative Fee Arrangement**):

- i Any Equity Consideration may have a value substantially greater than both the value of the Services Client may receive in exchange therefor and the cost to Attorney of providing such Services, and Client has knowingly and willingly agreed to bear that risk.
 - ii Conversely, any Equity Consideration may have a value substantially less than both the value of the Services Attorney may provide in exchange therefor and the cost to Attorney of providing such Services, and Attorney has knowingly and willingly agreed to bear that risk.
 - iii Any Alternative Fee Arrangement, including any Equity Consideration comprising a portion thereof, may have material and adverse accounting and tax consequences for Client or Client's affiliates.
 - iv Client has the right to, and should, seek competent, independent legal counsel with respect to each Alternative Fee Arrangement.
 - v Before agreeing to any Alternative Fee Arrangement, Client has or will have sought and obtained such legal and tax counsel and accounting advice to the extent Client has deemed it necessary, appropriate, or desirable in Client's sole discretion.
- B If any Equity Consideration is subject to time-based vesting, such time-based vesting will commence on the earlier of the Agreement's effective date and the date Attorney first provides Client any Services, notwithstanding any later approval or issuance date for such Equity Consideration.

15 Expenses

- A Client will reimburse Attorney for all out-of-pocket expenses that Attorney incurs or advances on Client's behalf in providing the Services.
- B Reimbursable expenses include:
- i Government fees and taxes.
 - ii Subject matter expert, local counsel, accountant, consultant, and investigator fees and expenses.
 - iii Online legal research service fees.
 - iv Travel expenses, including business class airfare, ground transportation, hotel accommodations, and meals.
 - v Notary, recording, and filing service fees.
 - vi Postage and overnight or special delivery fees.
 - vii Long distance telephone charges.
 - viii Photocopy and printing charges.
 - ix Credit card processing fees, wire transfer fees, and other payment transaction charges.
- C Attorney may elect to forward to Client bills for expenses that Attorney incurs in providing the Services, in which case Client will promptly make full payment directly to the originator of the applicable bill.



- D Expenses will not be subject to any discount, deferral, or contingency arrangement otherwise applicable to Attorney's fees for Services.
- E Expenses will be due and payable in full when Attorney sends Client an invoice for them.

16 Third-Party Legal Opinion Letters

- A If Client requests that Attorney deliver any legal opinion letter to or for the benefit or reliance of any person other than Client, Attorney will bill Client and Client will pay Attorney a premium fee of not less than \$25,000.
- B The Parties will negotiate in good faith at the time any such opinion letter is requested the actual applicable premium fee based on the facts existing and circumstances prevailing at the time, including the nature of the transaction, project, plan, administration, or other matter, the parties involved, and prevailing fees in the same locale for similar services.
- C Any such premium fee will be in addition to, not in lieu of, hourly fee-for-services charges with respect to all time Attorney spends preparing and rendering such opinion letter.
- D Premium fees for any third-party legal opinion letter will not be subject to any discount, deferral, or contingency arrangement otherwise applicable to work relating to the matter with respect to which Attorney delivers such third-party legal opinion letter.
- E Such premium fees will be due and payable in full on the date Attorney delivers such opinion letter.
- F Client will increase the amount of the Deposit in Attorney's hands by the full amount of such premium fees not fewer than five business days before the earliest date Attorney is expected to deliver the corresponding third-party legal opinion letter.

17 Estimates

- A Any estimate of fees or expenses that Attorney may provide to Client is simply that: an estimate. Every business transaction and project, estate plan and administration, and other legal matter is unique and, depending on varying facts and circumstances, the legal services necessary properly to consummate the transaction or complete the project, plan, administration, or other matter may take more or less time, effort, and expense to provide. Accordingly, actual fees or expenses may be higher or lower than estimated.
- B No estimate that Attorney may provide to Client will constitute a cap or other limit on the amounts Client will be obligated to pay to Attorney under the Agreement.



18 Negotiated Terms

- A No fee, expense reimbursement, or payment term the Agreement contains, including the Base Hourly Rate, is set by New York, California, or any other law. Rather, all terms the Agreement contains are subject to negotiation between the parties and represent the voluntary and mutual understanding and agreement of the parties.

19 Fee Arbitration

- A Notwithstanding the foregoing, if a Dispute arises between the parties relating to Attorney's fees, Client may have the right to arbitration of the Dispute pursuant to *Part 137* of the Rules of the Chief Administrator of the Courts of the State of New York. Attorney will provide to Client a copy of such rule upon request.

20 Security Deposit

- A As a condition to Attorney's willingness to enter into the Agreement and provide the Services, Client will send Attorney a cash security deposit in the amount specified opposite the heading *Initial Security Deposit* in the *Principal Terms and Conditions* section of the Agreement's main body (as the amount of such deposit may vary from time to time, the **Deposit**) promptly, and in any event within three business days, after the Agreement's effective date.
- B At either Party's request, the Parties will negotiate in good faith an appropriate increase or decrease in the amount of the Deposit considering all material then extant facts and circumstances, including the then reasonably anticipated scope of future Services.
- C The Deposit does not represent an estimate of the amount Attorney expects to bill or collect from Client in connection with or resulting from providing the Services, or a cap or other limit on what Attorney will be entitled to bill or collect from Client, but rather security for Client's payment obligations under the Agreement. Attorney will hold the Deposit in Attorney's client trust account.
- D Without limiting Client's obligation to pay invoices strictly in accordance with the terms and conditions the Agreement contains, Client authorizes Attorney to apply against the Deposit and withdraw from Attorney's client trust account the full amount of all fees and expenses as they are invoiced to Client. If Attorney withdraws any portion of the Deposit from Attorney's client trust account pursuant to the immediately preceding sentence, Attorney will redeposit such amount when Attorney receives from Client payment in full of the applicable invoice.
- E If the Deposit is exhausted, Attorney may suspend providing the Services until Client has sent Attorney further deposits such that the Deposit then in Attorney's hands is sufficient to cover the fees and expenses that Attorney reasonably anticipates Attorney will accrue under the Agreement during the next sixty days.
- F If, at the effective time of the Agreement's termination, any portion of the Deposit has not been applied, Attorney may continue to hold that balance as security for fees or



expenses already incurred but not yet invoiced and reasonable post-termination services that are customarily required to wind up an engagement, including preparing closing binders, transferring or archiving files, responding to successor counsel, and complying with records-retention or professional-responsibility obligations. After all outstanding invoices—including those for any engagement wind-up services—have been paid in full, Attorney will refund the remaining, unapplied Deposit within five business days after the later of completion of any engagement wind-up services; the one-year anniversary of the Agreement's termination; and final resolution of any Dispute then pending. Any portion of the Deposit applied to unpaid fees or expenses will be detailed on Attorney's final invoice.

21 Billing

- A Attorney will use reasonable efforts to bill Client monthly or bimonthly for work performed and expenses incurred during the previous one or two months. For two-month periods during which fees and expenses do not exceed the amount specified opposite the heading *Billing Threshold* in the *Principal Terms and Conditions* section of the Agreement's main body, Attorney may defer billing until a later billing cycle.
- B Attorney will send invoices to Client by electronic mail only.

22 Payments

- A Attorney's invoices are due and payable when Client receives them.
- B Except to the extent any applicable Services Addendum otherwise expressly provides, Client will pay the full invoiced amount for both fees and expenses promptly, and in any event within three business days, after Client receives the applicable invoice.
- C Client will make all payments to Attorney under the Agreement by ACH payment or wire transfer to such bank and account as Attorney may instruct from time to time in writing, whether in the applicable invoice or otherwise. Client will add a notation to the instructions for any such payment that such payment is made under an engagement agreement between the Law Office of Michael Martin and Client (stating Client's full legal name).

23 Alternative Payment Methods

- A Subject in each case to applicable law and Attorney's prior written agreement thereto in a separate Services Addendum or otherwise, Client may pay fees and expenses using alternative payments methods, including cryptocurrency.
- B Whenever Attorney agrees to accept cryptocurrency as a payment method, Client will make payment in the expressly agreed cryptocurrency only (or, if no specific cryptocurrency is named, Bitcoin only) through a regulated cryptocurrency exchange at the market exchange rate at the time of payment.
- C Client will bear all related transaction fees.



24 Late Payments

- A Client will pay to Attorney interest on the total unpaid balance of any past due amounts at a rate equal to the greater of 1.999 percent per month and The Wall Street Journal prime rate (the highest such rate during the applicable past due month) plus 9.0 percentage points per annum—or, if lower, the highest rate applicable law permits—compounded monthly.
- B If any invoice remains unpaid for more than thirty days, Attorney may suspend providing the Services until Client has arranged for payment of all outstanding invoices, as well as future fees and expenses in amount and a manner satisfactory to Attorney.
- C Furthermore, all discounts, deferrals, and other fee and payment accommodations reflected on or pertaining in any respect to any invoice that remains unpaid for more than thirty days will be immediately, automatically, and irrevocably rescinded and no longer applicable and the full undiscounted fee amounts will be immediately due and payable as if all such discounts, deferrals, and other accommodations had never been offered, accepted, applied, and made.

25 Collection Costs

- A Client will promptly reimburse Attorney for all costs and expenses, including all reasonable fees and disbursements of counsel (including Attorney), that Attorney or any person acting on Attorney's behalf may incur collecting any past due amounts and interest thereon that Client may owe Attorney.

26 Conflicts of Interest

- A Attorney represents companies and individuals (collectively, **Other Attorney Clients**) other than Client.
- B Other Attorney Clients may now or in the future compete directly or indirectly with Client or Client's affiliates.
- C Client or Client's affiliates may now or in the future be party to disputes or transactions with Other Attorney Clients.
- D Applicable standards of professional responsibility and ethics impose special obligations on Attorney to avoid conflicts of Client's interests with the interests of Other Attorney Clients or with Attorney's own interests, where Attorney's ability effectively to represent one or more of such clients may be materially limited. Attorney uses reasonable efforts carefully to monitor new engagements and new matters, as well as continuously to evaluate existing relationships, to identify whether any potential conflict of interest exists.
- E In some cases, where Client's interests and those of Other Attorney Clients or Attorney are not directly adverse (*i.e.*, involving the same matter or matters with respect to which Client has engaged Attorney under the Agreement), a conflict may be resolved by the consent of the relevant parties (such conflicts, collectively, **Waivable Conflicts**).



Waivable Conflicts include conflicts that may arise in connection with any transaction in which any Other Attorney Client may seek to acquire, whether by purchase of assets or stock or other equity interests, merger, or other means, Client or any Client affiliate, or Client or any Client affiliate may conversely seek to acquire any Other Attorney Client or any such Other Attorney Client's affiliates, so long as Attorney is not representing Client in connection with such transaction.

- F Client irrevocably waives to the extent applicable law permits all Waivable Conflicts.
- G Client will not, and Client will not cause or assist any Client affiliates to, assert Attorney's representation of Client in connection with any matter that the Agreement, or any prior engagement agreement between Attorney and Client, contemplates as a basis for disqualifying Attorney from representing any Other Attorney Client in connection with any matter with respect to which a Waivable Conflict exists, or as a breach of any duty Attorney owes to Client.
- H In other cases, where a conflict cannot be resolved by consent, Attorney may be required to withdraw from or decline representation of Client in that matter. Accordingly, situations may arise during the Engagement in which Attorney could be precluded from handling some matters for Client.

27 Files

- A In connection with providing the Services, Attorney may create and deliver to Client messages, memoranda, letters, and other correspondence and draft, final, and signed certificates, consents, contracts, instruments, and other documents. While Attorney may keep a copy of such correspondence and documents for Attorney's own files and reference, Client is responsible for keeping copies of all such correspondence and documents for Client's own files and reference to the extent the Client deems necessary, appropriate, or desirable. Except to the extent the standards of professional responsibility and ethics applicable to Attorney otherwise provide:
 - i Attorney is not obligated to maintain any files for Client or on Client's behalf.
 - ii Upon termination of the Agreement and the Engagement, Attorney may destroy all files and other materials arising from or relating to the Services.
 - iii Without limiting the generality of the foregoing, Attorney may destroy at any time:
 - a Any correspondence or document that Attorney previously delivered to Client while providing the Services.
 - b Any correspondence or document that is filed or recorded in the public record or otherwise publicly available to Client.
 - c Paper copies of any correspondence or document that is stored in reasonably accessible and retrievable electronic format.
 - d Any other correspondence or document that Client has no reasonable expectation that Attorney would preserve.
- B In connection with providing the Services, Attorney may create notes, research, draft correspondence and documents, and other materials that for whatever reason—e.g., it was inchoate, incomplete, inapposite, or contained proprietary information of third parties—it was not necessary, appropriate, or desirable under the circumstances and



the standards of professional responsibility and ethics applicable to Attorney to deliver to Client. All such materials are, as between Attorney and Client, the sole and exclusive property of Attorney. Client has no right to access, obtain, view, copy, or use any such materials under any circumstances.

28 Intellectual Property Rights in Work Product

- A Attorney has expended substantial resources developing state-of-the-art legal documents and explanatory memoranda that reflect current best practices in the areas of law in which Attorney practices (collectively, the ***Attorney Proprietary Materials***).
- B Many of the agreements, instruments, memoranda, and other documents and correspondence that Attorney will prepare and provide to Client in connection with providing the Services may contain Attorney Proprietary Materials (such documents and correspondence but excluding any Client confidential or proprietary information forming a part thereof, collectively, the ***Work Product***).
- C All Work Product is, as between Attorney and Client, the sole and exclusive property of Attorney. Attorney owns and will continue to own all right, title, and interest in, to, and under the copyrights and other intellectual property rights that comprise any part of the Attorney Proprietary Materials and the Work Product.
- D Attorney grants Client a non-exclusive, non-transferable, non-sublicensable, perpetual, irrevocable, royalty-free, paid up right and license throughout the universe to the Work Product for Client's own internal purposes in furtherance of the business transaction or project, estate plan or administration, or other legal matter to which the Services relate. Client will not, and will not cause or permit any other person to:
- i Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, disclose, or otherwise make available the Work Product to any unaffiliated third party, except for unaffiliated third parties and their respective advisors in connection with transactions or other matters to which the applicable Work Product relates.
 - ii Use the Work Product in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person (including Attorney), or that violates any applicable law.
 - iii Use the Work Product for purposes of developing, using, or providing a competing product or service or for any other purpose that is to Attorney's detriment or commercial disadvantage.
- E If Client acquires any rights in, to, and under the Work Product by operation of law or otherwise, Client irrevocably assigns such rights to Attorney without further action by either party.
- F Client will not dispute or challenge or assist any other person in disputing or challenging Attorney's rights in, to, and under the Work Product.



29 Publicity

- A Client grants Attorney a non-exclusive, non-transferable, non-sublicensable, perpetual, irrevocable, royalty-free, paid up right and license throughout the universe to use and display Client's name and trademark or trademarks in a manner that conforms to Client's published trademark usage guidelines on Attorney's website or websites and in Attorney's marketing materials solely for the limited purpose of referring to Client as Attorney's present or past client.

30 Post-Service Legal Developments

- A Client is engaging Attorney to provide legal advice and services in connection with a specified matter or matters as set forth in more detail in one or more Services Addenda or Client's requests therefor. Upon completion of any of the Services, new legislation, regulation, and court decisions could have a material adverse impact on Client and the matters with respect to which Client engaged Attorney to provide legal advice and services under the Agreement. Client is not by the Agreement or any Services Addenda engaging Attorney to monitor new legislation, regulation, or court decisions that occur after completion of any of the Services, or to advise or provide Client with respect thereto.

31 Discharge and Withdrawal

- A Unless the Agreement or any Services Addendum calls for a periodic retainer or similar ongoing engagement, in which cases Attorney must necessarily scale back Attorney's new business development efforts to accommodate Attorney's time commitments to Client, Client may terminate the Agreement and the Engagement at any time upon prior written notice to Attorney. If the Agreement or any Services Addendum calls for a periodic retainer or similar ongoing engagement, Client may terminate the Agreement and the Engagement at any time upon sixty days' prior written notice to Attorney.
- B Attorney may terminate the Agreement and Attorney's representation of Client upon five days' prior written notice to Client if:
- i Client does not pay invoices when due under the terms the Agreement contains.
 - ii Client does not honor any other material term or condition the Agreement contains.
 - iii Client does not reasonably cooperate with Attorney or follow Attorney's advice to the extent necessary for Attorney properly and efficiently to provide the Services.
 - iv A conflict of interest develops, anyone brings a pre-existing conflict of interest to Attorney's attention, or any other fact or circumstance exists that would, in Attorney's opinion, render Attorney's continuing representation of Client unlawful, unethical, or otherwise inappropriate.
 - v The standards of professional responsibility and ethics applicable to Attorney otherwise require or permit such termination.
- C Neither Party's termination of the Agreement will affect Client's obligation to pay Attorney in full for all services rendered, fees earned (whether for services rendered or



otherwise—e.g., minimum guaranteed payments), and expenses incurred prior to the effective time of such termination or after the effective time of such termination to the extent necessary to close out any pending matters, including organizing and forwarding files to Client or at Client's direction to third parties.

- D Without limiting the generality of the immediately preceding sentence, if any fees are subject to a contingency that has not occurred before the effective time of termination of the Agreement or any applicable Services Addendum, if the applicable contingency occurs within thirty-six months after the effective time of such termination, Attorney will immediately, automatically, and irrevocably deemed to have earned such fees in full and Client will pay them promptly, and in any event within ten business days, thereafter.
- E Upon the Agreement's termination, Client will take all steps necessary to free Attorney of any obligation to perform further services, including the execution and filing of any papers necessary to terminate Attorney's representation.
- F Notwithstanding the forgoing, or anything else the Agreement contains, if any provision the Agreement or any Services Addendum contains calls for Attorney to provide services over any specified period, Client may not and will not terminate the Agreement or Attorney's engagement to provide the services such addendum contemplates without just cause. If Client wishes to terminate the Agreement or any Services Addendum for cause, Client must give Attorney express written notice thereof describing in reasonable detail all material facts and circumstances upon which Client asserts cause for such termination exists and not fewer than thirty days to cure.

32 Confidentiality

- A Attorney owes Client a duty of confidentiality under the rules of professional conduct applicable to Attorney.
- B While no means of communication between the Parties is secure beyond any reasonable possibility of breach, communication by mobile telephone, online audio and video conference, and electronic mail is particularly susceptible to security breach. However, it is impractical to conduct business generally, and specifically for Attorney to provide the Services, without the Parties availing themselves of mobile telephone, online audio and video conference, and electronic mail communications. Accordingly, Client consents to Attorney's use of mobile telephone, online audio and video conference, and electronic mail communications in connection with providing the Services and accepts and assumes all risks associated therewith.

33 Indemnification

- A Client will indemnify Attorney with respect to, and hold Attorney harmless from and against, and, at Attorney's option, defend Attorney from and against all liabilities, expenses, damages injuries, judgments, fines, penalties, taxes, amounts paid or payable in settlement, or other losses of any kind, whether direct or indirect, accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, known or unknown, foreseen or unforeseen, suspected or unsuspected, or anticipated



or unanticipated (collectively, **Losses**) that Attorney incurs based upon, resulting from, arising out of, or relating to the Agreement, the Engagement, or the Services, except to the extent any such Losses are proximately caused by Attorney's own negligence or willful misconduct.

- B Without limiting the generality of the immediately preceding paragraph, Client will indemnify Attorney with respect to, and hold Attorney harmless from and against, all Losses Attorney may incur based upon, resulting from, arising out of, or relating to:
 - i Any action, suit, or proceeding brought by any person that is a third party with respect to Attorney, to the extent such Losses result from Client's or any of its representatives' nonfeasance, misfeasance, or malfeasance, including negligence and violations of applicable law.
 - ii Client's delay in performing or failure to perform (any of its obligations under this *Section 5* (Client Cooperation) or any other provision the Agreement, including any Services Addendum, contains.

34 Liability Limitations

- A In no event will Attorney be liable to Client or any other person under or in connection with the Agreement, the Engagement, or the Services under any legal or equitable theory, whether for breach of contract, tort (including negligence), strict liability, or otherwise, for any of the following Losses, regardless of whether Attorney or any such other person was advised of the possibility of such Losses, or whether such Losses were otherwise foreseeable:
 - i Consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages.
 - ii Increased costs, diminution in value, or lost business, production, use, revenues, or profits.
 - iii Loss of goodwill or reputation.
 - iv Cost of replacement goods or services.
- B In no event will Attorney's aggregate liability based upon, resulting from, arising out of, or relating to the Agreement or any Services Addendum, the Engagement, and the Services under any legal or equitable theory, whether for breach of contract, tort (including negligence), strict liability, or otherwise, exceed the lesser of the aggregate amount Client has paid to Attorney under the Agreement during the twelve-month period immediately preceding the occurrence of the events upon which Attorney's liability is based and \$100,000.
- C The foregoing limitations will apply even if any Client remedy fails of its essential purpose.

35 Entire Agreement

- A The Agreement, including all Services Addenda, constitutes the final, entire, and exclusive agreement between the Parties with respect to the Services. The Agreement, including all Services Addenda, supersedes all prior or contemporaneous written or oral



communications, negotiations, agreements, and understandings between the Parties with respect to the Services.

36 **Amendment**

- A No amendment or addendum to the Agreement will be valid or effective unless such instrument is in writing, expressly refers to the Agreement, and is signed by Attorney and each Represented Person.

37 **Assignment and Delegation**

- A Except as this *Section 37* otherwise provides, no Party may or will assign or otherwise transfer such Party's rights or delegate or otherwise transfer such Party's obligations under or in connection with the Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise.
- B Any attempted assignment, delegation, or other transfer in violation of this *Section 37* will be void.
- C No assignment, delegation, or other transfer will relieve the assigning, delegating, or transferring Party of any of such Party's obligations under or in connection with the Agreement.
- D Attorney may assign or otherwise transfer all or any portion of Attorney's rights or delegate or otherwise transfer all or any portion of Attorney's obligations under or in connection the Agreement to any limited liability company, corporation, partnership, or other entity of which Attorney is a partner, member, shareholder, or owner and through which Michael P. Martin can continue to provide the Services.

38 **Governing Law**

- A The Agreement will be governed by, and construed and enforced in accordance with, the laws of the state specified opposite the heading *Designated Jurisdiction* in the *Principal Terms and Conditions* section of the Agreement's main body (the ***Designated Jurisdiction***).

39 **Notices**

- A Each Party will give or make any notice, approval, request, claim, demand, or other communication that it gives or makes to the other under or in connection with the Agreement that relates to any breach of, default under, or termination of the Agreement in writing and by delivery in person or by reputable overnight business courier service, electronic mail, or registered or certified mail (postage prepaid, return receipt requested) to the addressee at such Party's street address or electronic mail address set forth under such Party's name on the signature page or pages to the Agreement (or to such other street address or electronic mail address as such Party may after the Agreement's



effective date specify for such purpose by notice given in accordance with this paragraph).

- B If any Party gives or makes any such communication by electronic mail, such Party will promptly send a confirmation copy by reputable overnight business courier service.

40 Jurisdiction and Venue

- A Each Party unconditionally and irrevocably submits, for itself and such Party's property, to the exclusive jurisdiction of any court of the Designated Jurisdiction and any federal court of the United States of America, in either case, sitting in the city and county specified opposite the heading *Designated Locale* in the *Principal Terms and Conditions* section of the Agreement's main body (the ***Designated Locale***), and any appellate court therefrom (collectively, the ***Designated Courts***), over any action, suit, or proceeding between the Parties that relates to the Agreement, the Engagement, or the Services, or for the recognition or enforcement of any judgment resulting from any such action, suit, or proceeding (collectively, the ***Designated Actions***).
- B Attorney and Client will use all commercially reasonable efforts to ensure that all claims with respect to any Designated Action are heard and determined in a Designated Court. No Party will commence any Designated Action except in a Designated Court.
- C Attorney and Client may serve the summons and complaint or any other process in any Designated Action by mailing to the respective addresses set forth beneath their signatures to the Agreement or by hand delivery to a person of suitable age and discretion at such address, and Attorney and Client will deem any such service complete on the date such process is delivered and to have the same force and effect as personal service within the Designated Jurisdiction.

41 Jury Trial Waiver

- A Each Party acknowledges that any Dispute that may arise under the Agreement is likely to involve complicated and difficult factual and legal issues. Accordingly, each Party waives any right such Party may have to trial by jury in any Designated Proceeding.

42 Statutes of Limitation Waiver

- A Notwithstanding any longer statute of limitations extant under Applicable Law, each Party waives any right such Party may have to commence any Designated Proceeding more than one year after the Agreement's effective time of termination.



43 Dispute Resolution

43.1 Dispute

- A **Dispute** means any disagreement, controversy, claim, or other dispute between the Parties based upon, resulting from, arising out of, or relating to the Agreement, including:
- i The validity, interpretation, applicability, or application of the Agreement or any term or condition the Agreement contains.
 - ii Any Party's breach or alleged breach of the Agreement.
 - iii The rescission or termination of, or any Party's right or alleged right to rescind or terminate, the Agreement.

43.2 Exclusive Dispute Resolution Procedure

- A The Parties recognize that Disputes may arise from time to time. It is the Parties' intention to resolve all Disputes as quickly and cost effectively as possible.
- B In furtherance of that objective, and except as the Agreement otherwise expressly provides and except for any claims for equitable relief or for the recognition or enforcement of any Negotiation Resolution Statement, Mediation Resolution Statement, or Arbitration Award, the Parties will resolve all Disputes without resort to litigation exclusively by means of the procedures for which this Section 43 provides.
- C Notwithstanding the immediately preceding sentence, Client or Attorney may at any time seek temporary or permanent injunctive or other equitable relief with respect to any breach of under the Agreement by the other party, without first resorting to the dispute resolution procedures for which this Section 43 provides.

43.3 Negotiation

- A If either Party (the **Initiating Disputant**) believes that a Dispute exists between the Initiating Disputant and the other Party (the **Responding Disputant** and, together with the Initiating Disputant, the **Disputants**), the Initiating Disputant may in its sole discretion give to the Responding Disputant a notice (a **Negotiation Initiation Notice**) of such Dispute (the **Subject Dispute**). The Initiating Disputant will describe in reasonable detail in the Negotiation Initiation Notice all material facts and circumstances the Initiating Disputant believes are relevant to the Subject Dispute and will propose in the Negotiation Initiation Notice a resolution to the Subject Dispute.
- B Promptly, and in any event within five business days, after the Responding Disputant receives the Negotiation Initiation Notice, the Responding Disputant will give to the Initiating Disputant a notice (a **Negotiation Response Notice**) responding to the Negotiation Initiation Notice. The Responding Disputant will respond in reasonable detail in the Negotiation Response Notice with all additional or different material facts and circumstances the Responding Disputant believes are relevant to the Subject Dispute and expressly accept or reject the Initiating Disputant's proposed resolution of the Subject Dispute. If the Responding Disputant rejects the Initiating Disputant's



proposed resolution of the Subject Dispute, the Responding Disputant will propose in the Negotiation Response Notice a different resolution to the Subject Dispute.

- C After the Initiating Disputant receives the Negotiation Response Notice, the Disputants will negotiate in good faith with a view to resolving the Subject Dispute amicably as soon as practicable. The Disputants will conduct such negotiations in person, by teleconference or video conference, or in writing at such times, in such locations, and by such other means and facilities as the Disputants may agree.
- D If the Disputants resolve the Subject Dispute by informal negotiation as this *Section 43.3* provides, they will jointly issue and sign a statement (a ***Negotiation Resolution Statement***) describing in reasonable detail their mutually agreed resolution of the Subject Dispute.
- E If the Disputants do not resolve the Subject Dispute by informal negotiation as this *Section 43.3* provides within ten business days of the Initiating Disputant's receipt of the Negotiation Response Notice (the ***Earliest Mediation Commencement Date*** with respect to the Subject Dispute), either Disputant may give to the other Disputant a notice (a ***Mediation Escalation Notice***) demanding that the Disputants attempt to resolve the Subject Dispute by confidential mediation pursuant to *Section 43.4* (– Mediation).

43.4 Mediation

- A Promptly, and in any event within five business days, after either Disputant delivers a Mediation Escalation Notice to the other Disputant, the Disputants will commence to attempt to resolve the Subject Dispute by confidential mediation by sending, jointly or individually, a mediation request (a ***JAMS Mediation Request***) to the Judicial Arbitration and Mediation Service, Inc. (such entity or its successor, ***JAMS***) in accordance with such mediation request requirements and procedures as JAMS may from time to time dictate. The Disputants will describe in reasonable detail in their joint JAMS Mediation Request or individual JAMS Mediation Requests all material facts and circumstances the Disputants believe are relevant to the Subject Dispute and the relief they each seek.
- B The Disputants will cooperate in good faith with one another and JAMS to select a reasonably qualified mediator from JAMS's panel of neutrals, and to schedule, participate in, and conclude mediation proceedings with respect to the Subject Dispute (the ***Subject Mediation Proceedings***) amicably and successfully as efficiently and quickly as practicable.
- C The Disputants will share equally the costs of the Subject Mediation Proceedings, including all JAMS and mediator fees.
- D All offers, statements, promises, and conduct, whether oral or written, that any person, including the Disputants and their respective representatives, the mediator, and any JAMS employee, in the course of the Subject Mediation Proceedings will be deemed part of compromise and settlement negotiations for the purposes of any applicable rules of evidence and will be confidential, privileged, and inadmissible for any purpose (including impeachment) in any Subject Arbitration Proceedings, or in any other action,



suit, or proceeding involving any Dispute that for whatever reason falls outside the scope of this *Section 43* (each, a **Designated Proceeding**).

- E Notwithstanding the immediately preceding paragraph, no evidence that would otherwise be admissible or discoverable in any Subject Arbitration Proceedings or other Designated Proceeding will be rendered inadmissible or non-discoverable solely by reason of its use in the Subject Mediation Proceedings.
- F If the Disputants resolve the Subject Dispute by confidential mediation as this *Section 43.4* provides, they will jointly issue and sign a statement (a **Mediation Resolution Statement**) describing in reasonable detail their mutually agreed resolution of the Subject Dispute.
- G If the Disputants do not resolve the Subject Dispute by confidential mediation as this *Section 43.4* provides within forty-five days of the earliest date on which the Disputants or either of them submitted to JAMS a JAMS Mediation Request (the **Earliest Arbitration Commencement Date** with respect to the Subject Dispute), either Disputant may give to the other Disputant a notice (an **Arbitration Escalation Notice**) demanding that the Disputants finally resolve the Subject Dispute by confidential full and final binding arbitration pursuant to *Section 43.5* (—Arbitration).

43.5 Arbitration

- A Promptly, and in any event within five business days, after either Disputant delivers an Arbitration Escalation Notice to the other Disputant, the Disputants will submit the Subject Dispute to confidential full and final binding arbitration by sending, jointly or individually, an arbitration request (a **JAMS Arbitration Request**) to JAMS in accordance with such arbitration request requirements and procedures as JAMS may from time-to-time dictate. The Disputants will describe in reasonable detail in their joint JAMS Arbitration Request or individual JAMS Arbitration Requests all material facts and circumstances the Disputants believe are relevant to the Subject Dispute and the relief they each seek.
- B The Disputants will cooperate in good faith with one another and JAMS to select a reasonably qualified arbitrator, and to schedule, participate in, and conclude arbitration proceedings with respect to the Subject Dispute (the **Subject Arbitration Proceedings**) in San Diego, California, or in such other locale as the Disputants may agree, as efficiently and quickly as practicable.
- C If the Disputants cannot agree on an arbitrator within ten business days of the earliest date on which the Disputants or either of them submitted to JAMS a JAMS Arbitration Request, the Disputants will petition JAMS to designate an arbitrator.
- D The Disputants, JAMS, and the arbitrator will conduct the Subject Arbitration Proceedings in accordance with JAMS's then most current version of its Streamlined Arbitration Rules and Procedures if the aggregate amount of money damages involved in the Subject Dispute (both claims and counterclaims) is less than \$250,000, or otherwise in accordance with JAMS's then most current version of its Comprehensive Arbitration Rules and Procedures.



- E The arbitrator will have the power to award all remedies available under applicable law, including permanent or interim injunctive relief.
- F The arbitrator will not have the authority to modify in any respect any term or condition the Agreement contains.
- G The arbitrator may award to the prevailing Disputants the reasonable costs and expenses, including attorneys' fees and expenses, they incurred in connection with the Subject Arbitration Proceedings in full or in an amount the arbitrator deems appropriate.
- H The Disputants will cause the arbitrator to issue at the conclusion of the Subject Arbitration Proceedings a written award supported by a statement of decision setting forth the arbitrator's complete determination of the Subject Dispute, including the arbitrator's specific findings of fact and conclusions of law with respect to the Subject Dispute (the **Arbitration Award**).
- I The Arbitration Award will be entitled to all the protections and benefits of a final judgment and will be final and binding on the Disputants, and non-appealable to the fullest extent applicable law permits.
- J If a Disputant has not satisfied in full all obligations such Disputant may have under the Arbitration Award within fifteen days after the arbitrator issues it, the other Disputant may seek to have the Arbitration Award confirmed in, and judgment on the Arbitration Award entered by, any court of having jurisdiction over the Disputant against whom enforcement of the Arbitration Award is sought.
- K The Disputants will share equally the costs of the Subject Arbitration Proceedings, including all JAMS and arbitrator fees, except to the extent the arbitrator awards some or all costs to one or the other of the Disputants as the prevailing party.

43.6 Alternative Mediation or Arbitration Forums

- A If JAMS is not available to mediate or arbitrate any Dispute as this *Section 43* provides, the Disputants will negotiate in good faith with a view to designating an alternative mediation or arbitration forum as soon as practicable, in which case such alternative forum's rules and procedures will govern the applicable mediation or arbitration proceedings.

43.7 Statutes of Limitation Tolling

- A All statutes of limitation and defenses based upon the passage of time applicable to any Subject Dispute will toll until forty-five days after the Earliest Arbitration Commencement Date with respect to such Subject Dispute. The Disputants will take all such actions, if any, as are necessary, appropriate, or desirable to effectuate such tolling.



44 Artificial Intelligence Tools and Services

- A Attorney may use artificial intelligence tools and services (collectively, **AI Tools**) to assist in providing the Services. AI Tools may include document analysis, legal research, document drafting assistance, and other technology-enabled services that Attorney determines may enhance the efficiency or quality of the Services. Attorney will exercise reasonable professional judgment in selecting and using AI Tools.
- B All work product generated using AI Tools will be subject to Attorney's professional review and judgment before being provided to Client. Attorney remains fully responsible for all Services provided, whether assisted by AI Tools or not.
- C When using AI Tools, Attorney will take reasonable measures to protect Client's confidential information. Client authorizes Attorney to:
 - i Input Client's non-confidential information into AI Tools.
 - ii Use anonymized versions of Client's confidential information, stripped of all identifying details, for AI Tool training and improvement.
 - iii Store Client's information in secure cloud-based AI Tool environments that meet industry standard security protocols.
- D Client acknowledges that AI Tools:
 - i Are assistive technologies only and do not replace Attorney's professional judgment.
 - ii May have limitations, including potential errors or biases.
- E Attorney makes no representations or warranties regarding the accuracy or reliability of any AI Tool output.
- F Client may opt out of Attorney's use of AI Tools for specific matters by providing written notice to Attorney. Client acknowledges, however, that any such opt-out may impact Attorney's ability to provide certain Services efficiently and may result in higher fees or longer completion times for such Services.

45 Remote Services and Technology

- A Attorney may provide Services through remote means, including:
 - i Video conferencing platforms.
 - ii Electronic document sharing and signature platforms.
 - iii Secure client portals.
 - iv Other technology-enabled service delivery methods.
- B Client will:
 - i Maintain technology systems capable of receiving Services remotely.
 - ii Use only approved secure platforms for sharing confidential information.
 - iii Follow Attorney's reasonable security protocols and procedures.
 - iv Promptly notify Attorney of any security incidents or breaches.
- C If Attorney provides access to a client portal:



- i Client will maintain the confidentiality of all portal access credentials.
 - ii Client will promptly review all documents and communications uploaded to the portal.
 - iii Portal notifications will constitute valid notice under *Section 39* (Notices).
 - iv Client will download and locally store all important documents, as portal access may be terminated upon conclusion of the Engagement.
- D For remote Services:
- i Both Parties will use current versions of approved software and platforms.
 - ii Client will not record or permit recording of video conferences without Attorney's prior written consent.
 - iii Client will ensure the privacy and security of Client's physical environment during remote meetings.
 - iv Both Parties will use multi-factor authentication where available.
- E Neither Party will be responsible for delays or failures resulting from technology malfunctions beyond such Party's reasonable control, provided that such Party:
- i Maintains reasonable backup systems and procedures.
 - ii Promptly notifies the other Party of any material technology failure.
 - iii Takes commercially reasonable steps to resolve or mitigate the failure.

46 Electronic Signatures, Records

- A Attorney operates a paperless firm to the greatest extent practicable. Attorney will retain paper copies of documents that Attorney creates, receives, or obtains under or in connection with the Agreement, the Engagement, or the Services only to the extent applicable law requires Attorney to do so.
- B Client consents to use of electronic signatures for purposes of signing the Agreement or any addendum or other document of any kind signed under or in connection with the Agreement, the Engagement, or the Services.
- C Client also consents to use of electronic books and records for purposes of Attorney's keeping any books or records the Agreement or any applicable law require Attorney to keep.

47 Joint and Several Liability of Represented Persons

- A If Client is comprised of more than one Represented Person, all Represented Persons are jointly, with each other Represented Person, and severally liable for all obligations of any nature under the Agreement or in connection or with respect to the Services.



48 Attorney Ethical Rules Applicable to Attorney-Client Business Transactions

A Client acknowledges that Client is aware that *Rule 3-300* of the *California Rules of Professional Conduct* governing attorneys provides that:

A member shall not enter into a business transaction with a client; or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

- (A) The transaction or acquisition and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and
- (B) The client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and
- (C) The client thereafter consents in writing to the terms of the transaction or the terms of the acquisition.

B Client further acknowledges that Client is aware that, similarly, *Rule 1.8(a)* of the *New York Rules of Professional Conduct* governing attorneys provides that:

A lawyer shall not enter into a business transaction with a client if they have differing interests therein and if the client expects the lawyer to exercise professional judgment therein for the protection of the client, unless:

- (1) the transaction is fair and reasonable to the client and the terms of the transaction are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
- (2) the client is advised in writing of the desirability of seeking, and is given a reasonable opportunity to seek, the advice of independent legal counsel on the transaction; and
- (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

49 Other Represented Person Representations and Warranties

A Each Represented Person represents and warrants to Attorney that:

- i Such Represented Person's full legal name, jurisdiction of organization, and principal business address, if such Represented Person is an entity, or full legal name, country of citizenship, and principal residential address, if such Represented Person is an individual, are correctly set forth on the signature page or pages to the Agreement.



- ii Such Represented Person has the absolute and unrestricted right, power, and authority to execute and deliver the Agreement, and to perform such Represented Person's obligations under the Agreement.
- iii Such Represented Person has had adequate opportunity to review and consider and, to the extent such Represented Person has deemed it necessary, appropriate, or desirable in such Represented Person's sole discretion, to seek competent, independent legal counsel with respect to, the terms and conditions the Agreement contains.
- iv Such Represented Person understands that Attorney is admitted to practice law solely in California and New York.
- v Such Represented Person has specifically sought Attorney's services based upon Attorney's extensive experience and expertise in sophisticated business transactions—including those involving startups and founders; mergers and acquisitions; partnerships, joint ventures, and strategic alliances; private placements and federal securities laws compliance; private investment funds; co-branded payment products; asset protection planning; entity selection, formation, organization, governance, and financing; equity incentive plan creation, implementation, and administration; real estate acquisition and leasing; intellectual property protection and licensing; international trade matters; and general contracting matters of all kinds, including software licensing, SaaS, manufacturing, supply, distribution, employment, independent contractor, and sales representative agreements—developed through decades of practice in markets—namely, California and New York—widely recognized as national and global centers of finance, commerce, technology, innovation, and international trade, and which set national and global standards for best commercial and legal practices.
- vi Such Represented Person has made an informed business judgment that the value of Attorney's experience and expertise in structuring, negotiating, and documenting complex transactions consistent with prevailing best practices, industry standards, counterparty expectations, negotiation dynamics, and innovative transaction structures in such leading markets materially outweighs any limitations arising from Attorney not being admitted to practice in any Represented Person's home jurisdiction, if that happens to be the case.
- vii Such Represented Person understands that matters requiring specific interpretation or application of any Represented Person's home state or local law may require engagement of local counsel at Client's expense, which Attorney will coordinate as appropriate.
- viii Such Represented Person has read carefully and understands completely the implications of each term and condition the Agreement contains.
- ix Such Represented Person freely and voluntarily assents to each term and condition the Agreement contains and is signing and delivering the Agreement as such Represented Person's own free and voluntary act.
- x The Agreement constitutes the legal, valid, and binding obligation of such Represented Person, enforceable against such Represented Person strictly in accordance with its terms and conditions.

END OF ENGAGEMENT TERMS AND CONDITIONS v2.5





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