

Standard Terms of Engagement for Legal Services

Effective Date: February 15, 2024

This statement sets forth Robinson & Cole LLP's ("we," "our," or the "Firm") Standard Terms of engagement as lawyers for the client(s) ("you" or "your") identified in our Engagement Letter or Assignment Confirmation email. The Engagement Letter or Assignment Confirmation email sets forth additional terms and conditions and those terms control wherever they conflict with these Standard Terms. These Standard Terms are an integral part of our contractual agreement to represent you. Please review these Standard Terms carefully and contact us promptly with any questions about them.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is described in the Engagement Letter or Assignment Confirmation email. If you are not certain about the scope of our representation, please contact us at once for clarification. We are happy to answer any questions promptly.

We cannot guarantee the outcome of your matters. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, and exercise of judgment in application of the law, among other things.

Unless expressly set forth in the Engagement Letter or Assignment Confirmation email, our representation of you will not include any of the following tasks: serving as your general counsel; reviewing insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you or notifying insurance carriers about such matters; providing investment or accounting advice or investigating the character or credit of persons (and/or entities) with whom you may be dealing; advising you on the Corporate Transparency Act (CTA) or similar state reporting requirements; or providing you with advice relating to any tax implications or disclosure obligations under securities laws or any other applicable law that may relate to the subject matter of our representation. In no event will our representation of you include reporting information to the U.S. Department of Treasury's Financial Crimes Enforcement Network (FinCEN) or similar state agencies.

In engagements involving litigation, the scope of our engagement will extend through the earlier of entry of judgment at the trial court level or an alternative resolution of the matter unless our Engagement Letter or Assignment Confirmation email explicitly states otherwise. While we would be pleased to represent you in any appeal or subsequent proceedings of a matter involving litigation, such representation will have to be the subject of a new, mutually acceptable Engagement Letter or Assignment Confirmation email.

OUR CLIENT

We consider only the person(s), entity, or entities identified in the Engagement Letter or Assignment Confirmation email to be our client(s) for the specific matter identified in the Engagement Letter or Assignment Confirmation email. Unless we otherwise agree in a writing that we sign, our representation of the client(s) identified in the Engagement Letter or Assignment Confirmation email does not establish a client relationship with any of a client's relatives or other relations (if a client is a person), or to any affiliates of a client (if the client is an organization). Likewise, unless otherwise agreed in a mutually acceptable writing, our representation of a corporation, limited liability company, partnership, joint venture, or other entity does not establish a client relationship with the individuals or entities that are shareholders, members, owners, officers, directors, partners, managers, joint venturers, or employees of such entities or their interests in such entities.

If, during our representation, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that change creates a conflict of interest and, if so, to take any action that we believe appropriate or necessary under the applicable rules of professional conduct.

HOW OUR FEES ARE SET

Unless we agree to an alternative fee arrangement in the Engagement Letter or Assignment Confirmation email, we will bill you based on the amount of time spent by our lawyers, paralegals, and other professionals in rendering necessary services in the matter multiplied by their hourly billing rates for the matter. We record the time that we devote to your matter in units of tenths of an hour, including time in conferences, negotiations, factual and legal research and analysis, appearances in court or before administrative agencies, depositions, document preparation and revision, discovery, travel on your behalf, and other legal services. The hourly rates of our lawyers, paralegals, and other professionals are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other relevant factors.

In matters involving electronically stored information (“ESI”) or voluminous material that needs to be reviewed, the Firm may use the services of its Litigation Support Team to assist with electronic discovery or document management using Firm-provided technology tools. The services provided by the Litigation Support Team require significant expertise and include, among others, the coordination of discovery analysis and production, development and hosting of document review databases, and the preparation and presentation of electronic evidentiary materials at trial. We will bill for services rendered by members of the Litigation Support Team on an hourly basis.

You understand that, unless we agree in writing to a capped, fixed, or contingent fee, the fees and expenses relating to your matter are not predictable, that the Firm has not made a commitment concerning the maximum amount of fees and expenses necessary to resolve or complete a matter, and that payment of the Firm’s fees and costs is not contingent on the ultimate outcome of a matter. We will, if you wish, prepare an estimate or budget for our work on a matter. You understand that estimates and budgets are uncertain, are not guarantees, and are subject to change.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur costs on your behalf. Whenever such costs are incurred, we itemize and bill them without mark-up. You agree to pay these costs on a timely basis. Examples of such costs include: messenger, courier, and express delivery charges; significant postal expenses; extraordinary telecommunications expenses; filing fees; deposition and transcript costs; witness fees; travel expenses; service of process fees and expenses; copying, scanning and printing charges; computer research charges; and charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel. We generally request that outside service providers directly bill our clients for individual charges over \$500, or we may forward the provider’s invoices for such charges to you for direct payment. We do not charge clients for routine overhead costs, such as routine telephone charges, routine postage, facsimile charges, and secretarial overtime.

ADVANCE PAYMENTS AND CLIENT FUNDS ACCOUNTS

You may be asked to make an advance payment, sometimes called a “retainer,” to cover the cost of our work in representing you. If so, our Engagement Letter will provide details about how we will bill for our work against that advance payment and when the advance payment will need to be refreshed. Any amount of the advance payment remaining after we conclude our work will be returned to you.

You may be asked to deposit monies to cover specific expenses associated with our representation of you. We will disburse these monies as provided in our Engagement Letter or other writing, and we will notify you of the amounts disbursed.

Unless otherwise explained in our Engagement Letter, we will place advance payments for work that we have not yet performed and deposits to cover specific expenses in a pooled client funds account for your benefit. If you request, we will endeavor to hold your advance payment or deposit in a segregated account. Interest earned on the pooled client funds account is paid to charitable foundations established by the courts in each state where we have offices. Interest earned on an advance payment or deposit held in segregated account is added to the deposit for your benefit and is includable in your taxable income.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may assign a bill-through date of other than month-end; however, we will prepare bills at your fiscal year-end for you to develop accruals, if requested and appropriate. Our bills are due and payable upon receipt. You agree to make payment within 30 days of receiving our bill. Unpaid fees and disbursements are assessed interest at the maximum rate permitted by state law but not exceeding one percent per month from the beginning of the month in which they became overdue.

If your account becomes delinquent, you agree to bring the account current promptly. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

TERMINATION

You may terminate our representation at any time by notifying us. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket expenses incurred in our representation before termination and in connection with an orderly transition of the matter.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from your representation if you fail to abide by these terms of engagement as modified by the Engagement Letter or Assignment Confirmation email including, for example, nonpayment of fees and out-of-pocket expenses. Additionally, we may withdraw if you fail to reasonably cooperate with us as required to effectively represent your interests, including by providing us with complete and accurate information, responding promptly to us, and actively participating in the matter. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately notify you in writing. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will withdraw only in accordance with the applicable rules of professional conduct.

FEE ARBITRATION

If you disagree with the amount of our fee, please contact the attorney primarily responsible for your matter or our Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the bar for the states in which we have offices, and we agree to participate fully in that process.

POTENTIAL CONFLICTS / UNRELATED MATTERS

Our Firm represents many other clients. It is possible that during the time we are representing you we may also represent other clients—including clients who may have business interests that are adverse to your interests—in disputes or transactions adverse to you that are not related to this representation. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you that we acquired as a result of our representation of you to your disadvantage in any litigation or other matter in which we are adverse to you.

CONCLUSION OF REPRESENTATION; RETENTION AND DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final bill in the matter covered in our Engagement Letter or Assignment Confirmation email. After our engagement concludes, we will maintain in confidence any otherwise nonpublic information that you have supplied to us in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly upon our receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement without notice to you.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may disclose to third parties and to the public that you are a client of the Firm, we may use your logo in connection with our marketing and business development initiatives, and we may provide a general description of the types of services rendered for your benefit, unless you specifically request that such information remain confidential.

IN-FIRM PRIVILEGE

From time to time, issues arise relating to legal ethics or our duties under the applicable rules of professional conduct. These issues might include conflicts of interest and could even include issues raised because of a dispute between us and a client over the handling of a matter. When such issues arise, we seek the advice of our Firm's General Counsel or outside ethics counsel. We believe that it is in our clients' interest, as well as our Firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, you agree that we have your consent to consult with our internal or outside counsel, that such consultations are subject to the attorney-client privilege, and that our representation of you shall not, thereby, waive the attorney-client privilege that our Firm has with respect to the confidentiality of our communications with counsel. You will not be billed for any consultations between our lawyers and either internal or outside counsel.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us again with regard to that particular matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter.

FORCE MAJEURE

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

AMENDMENTS

From time to time, we may amend these Standard Terms. If this occurs, we will notify you of the changes by means of a notice in the Legal Notices section of our website but they will not affect any matter in which we are then currently representing you absent a specific, written notice to you.

LIMITATIONS

If the validity or enforceability of any of these Standard Terms is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these Standard Terms but the Standard Terms will be valid and enforceable to the fullest extent permitted by such laws and professional regulations.