

VARNUM LLP
SERVICE AND BILLING MEMORANDUM

www.varnumlaw.com/service-and-billing

Varnum LLP ("Varnum") is pleased to have you as a client of our firm. Throughout our relationship, you should have a clear understanding of the legal services we will provide. This document shall govern the terms of our relationship unless we explicitly agree otherwise in writing. Among the provisions in this agreement is an arbitration clause. Please review this agreement carefully. We are happy to answer any questions you have about this agreement.

1. THE ATTORNEY-CLIENT RELATIONSHIP

1.1 The person or entity we represent is the person or entity identified in our engagement letter. Absent our express written agreement, we do not represent any affiliates of the person or entity identified in our engagement letter (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). In proceeding with this relationship, you agree that our relationship is with you and not your affiliates, and that, as a result, it will not be necessary for us to obtain the consent of you or your affiliates in order for us to represent another client in a matter adverse to your affiliates. Furthermore, to the extent that our representation of others adverse to any of your affiliates may be deemed to require your consent, you give that consent.

1.2 In the event you do not execute our engagement letter or otherwise confirm our representation, you agree that Varnum going forward with providing legal services on your behalf, and your acceptance of such legal services, shall constitute acceptance by both you and Varnum of the terms of the engagement letter and this Service and Billing Memorandum ("Memorandum").

1.3 Varnum reserves the right to update the terms of this Memorandum. Varnum will communicate with you regarding any such changes. Unless otherwise agreed to in writing, your continued acceptance of legal services from Varnum constitutes acceptance of any changes to the Memorandum.

1.4 The attorney-client relationship will end at our completion of the services you have retained us to perform. If you later retain us to perform additional services, a new attorney-client relationship will be created at that time.

2. WHO WILL PROVIDE THE LEGAL SERVICES

2.1 At the beginning of our relationship, where appropriate, we will establish a team of firm members to serve you. This Client Service Team will be led by one attorney who will serve as your Client Service Manager and primary contact at the firm. Assignments may be delegated to other attorneys and paralegals at the discretion of the Client Service Manager.

2.2 As part of our agreement to represent you, if during the course of the representation we decide that it is necessary or appropriate to consult with our counsel, at our expense, you

agree and consent that we may do so and that our continued representation of you shall not waive any attorney-client privilege that Varnum may have to protect the confidentiality of our communications with firm counsel.

3. COMMUNICATION AND RESPONSIVENESS

3.1 We will keep you informed on active matters for which we have been retained with communications (by mail, email, telephone, and/or invoices) and comply promptly with reasonable requests for information. You agree to timely read our communications and to timely respond to our requests for information. We rely on the information you provide to us to be complete and truthful.

3.2 We strive to return all telephone calls within 24 hours. You will also have 24-hour access to the attorneys' direct dial telephone numbers, email and voice mail system on which confidential, detailed messages can be left. We will consider ourselves authorized to communicate with you by email or cell phone unless you instruct us otherwise.

3.3 You must keep us informed as to your current mailing address, physical address (if different), phone number(s), and email address. You will keep this information accurate and up to date because of our need to be able to contact you with respect to the subject of the representation and aspects of our relationship with you. We will rely upon the last contact information you provide to us with respect to any need we may have to communicate with you (during the existence of the attorney-client relationship or after conclusion of that relationship) relating in any way to our representation of you, including in connection with commencing any dispute resolution as described below.

3.4 Some of our clients utilize social media for a variety of purposes. Any communications by social media are not legal advice.

3.5 We recommend to our clients that they protect all communications to or from us from disclosure to others who are not our client in the matter. It is your obligation to ensure that the information sent to the electronic address you provide to us is secure and not accessible by others who are not our client. You must also ensure that legal matters in your electronic communications are not disclosed to others.

4. EXPRESSIONS OF PROFESSIONAL JUDGMENT

4.1 Any statements on our part concerning the outcome of your legal matters are expressions of our professional judgment and are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are given.

5. HOW FEES WILL BE SET

5.1 Attorneys may be compensated under a variety of fee arrangements, including purely hourly or per diem arrangements. In determining the amount to be charged for the legal services we provide, we generally consider the following, unless described otherwise in the engagement letter:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service promptly;
- The fees customarily charged in the locality for similar services;
- The amount involved and the results obtained;
- The time limitations imposed by you as our client or by the circumstances;
- The nature and longevity of our professional relationship with you;
- The experience, reputation, and ability of the lawyers performing the services; and
- Whether the fee is fixed or contingent.

5.2 Among these factors, the time and effort required are typically weighted most heavily. We keep records of the time we devote to your work. We record our time in fractions of an hour.

5.3 The firm establishes a range of hourly rates for each attorney and legal assistant. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors.

5.4 We are often asked to estimate the amount of fees and costs that may be incurred in connection with a particular matter. When requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost incurred frequently is more than the amount estimated.

5.5 For well-defined services, we will consider quoting a fixed fee. In those situations, the fixed fee arrangement will be expressed in a letter setting forth both the amount of the fee and the scope of the services to be provided.

6. OTHER CHARGES

6.1 Typically, we will charge our clients not only for legal services, but also for other ancillary services which we provide. Examples of ancillary charges include computerized research services, electronic discovery and document hosting services (which may be provided by third party vendors), and the use of our photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs, as the true cost of providing the service is difficult to establish. For some services, we are able to negotiate discounts with vendors. We reserve the right to retain some or all of any negotiated discount. In all circumstances, our charges to you will be at or below reasonable fair market rates for such services. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have.

7. DISBURSEMENTS

7.1 In addition to our fees and other charges, we will bill you, without any mark-up, for any out-of-pocket expenses which we incur on your behalf. Examples of costs in this category may include filing fees, court costs, mileage and third-party carrier or overnight delivery service. We may ask that you pay directly any third-party costs or expenses, such as expert or consultant fees.

8. BILLING ARRANGEMENTS AND TERMS OF PAYMENT

8.1 We will bill you, normally each month, for fees, other charges, and disbursements. You are expected to make payment upon receipt of our invoice. Unpaid fees and disbursements accrue interest at a rate of seven (7%) percent per year, calculated monthly from the beginning of the month in which they became overdue. Unless otherwise agreed, partial payments or late payments will be applied in the manner we determine in our discretion.

8.2 If your account becomes past due, you are expected to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You then agree to become responsible for paying the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees (regardless of whether Varnum in-house counsel is used).

8.3 Invoices are typically sent monthly unless there is a project to be billed in a different fashion. At times, when there is low activity, an invoice may be sent less frequently than monthly. Generally, one person acts as the billing attorney for each client in order to coordinate the billing process. Billing can be done on a composite basis or broken down by subject matter.

8.4 Varnum accepts several methods of payment. You shall be responsible for any surcharges or other payment processing fees associated with your chosen method of payment.

9. RETAINERS

9.1 Clients of the firm are commonly asked to pay the firm a replenishing retainer. If you pay us a retainer, you grant us a security interest in those funds. The amount of the retainer will depend on a variety of factors, including but not limited to the complexity of the matter and whether the matter involves an appearance before a court or tribunal. If the initial retainer amount proves to be insufficient, an increase in the retainer may be necessary. Unless otherwise agreed, the retainer will be credited toward your unpaid invoices, if any, on a monthly basis at the time the invoice is generated. If you dispute any amount charged against the retainer, you may notify us promptly and we will return the disputed amount to a trust account pending resolution of the dispute.

9.2 Failure to replenish a retainer to the agreed upon amount after notice from us is grounds for our termination of the representation.

9.3 At the conclusion of our representation or at such time as the retainer is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

9.4 Deposits received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts disbursed. Any amount remaining after disbursement will be returned to you.

9.5 By court rule, most retainers will be placed in a pooled account, and interest earned on the pooled account is payable to a charitable foundation established in accordance with the court rule. This is called an IOLTA account. Funds in an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. In some instances, your retainer may be placed in a separate trust account for your benefit.

9.6 Any funds we deposit for your benefit, or pursuant to an escrow agreement between you and another party where Varnum acts as escrow agent, will be placed in a trust account at an FDIC-insured financial institution. This financial institution may be a client of Varnum, and Varnum may or may not hold other accounts at that institution. Funds in a trust account that is not an IOLTA account may accrue interest and the interest will be credited for your benefit. Funds in a trust account that is not an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. By retaining our services, you agree that we may deposit your funds in this trust account.

10. TERMINATION

10.1 You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered, additional charges and disbursements incurred before termination and in connection with an orderly transition of the matter.

10.2 We may also withdraw from providing services to you. The ethics rules identify several types of conduct or circumstances that require or allow us to withdraw from representing a client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal.

11. MATTER REPRESENTATION FILES

11.1 Client Property. Once our engagement in this matter ends, we will return the materials provided by you upon your request. You agree that we may copy your materials at your expense and retain copies of the materials and electronically stored information ("ESI") that you provided. You also agree that any materials or ESI left with us after the engagement ends may be retained or destroyed, at our discretion, and that there is no expectation, implicit or implied, that such materials will be

retained by Varnum. Any retained materials or copies will be destroyed at our expense. In most cases, any retained records will be destroyed in accordance with our then current records retention policy, a copy of which is available upon request.

11.2 Varnum Property. Our own files and ESI pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files and ESI include, for example, firm administrative records, time and expense reports, personnel and staffing materials, accounting records, documents and ESI generated or received by us in the course of our representation, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents, ESI or other materials retained by us after the termination of the engagement. In most cases, retained records will be destroyed in accordance with our then current records retention policy.

11.3 When you request Varnum's documents or ESI from us, copies will be produced and made at your expense, and the copies will be provided to you in electronic or paper format, at our discretion. Varnum will retain the originals of its property.

12. PRIVACY POLICY

12.1 Varnum is committed to protecting the privacy of the nonpublic personal information you share with us. An updated copy of our Privacy Policy can be found at:

www.varnumlaw.com/privacy-policy

12.2 California Residents may reference Varnum's Privacy Notice for California Residents found at:

www.varnumlaw.com/privacy-notice-for-california-residents

12.3 The types of personal information we collect includes:

- Information that you provide in connection with our legal services (or potential legal services), such as name, email address, postal address, and phone number;
- Information that you provide in connection with Varnum's marketing activities including events, client advisories, and seminars; and
- Any other information you choose to provide.

12.4 We automatically collect personal information when you access or use our Website. The types of information we collect may include:

- Log Information: We collect log information about your use of our Website, including your browser type and language, app version, access times, pages viewed, Internet Protocol ("IP") address, approximate geographic location, and the webpage or online service you visited before navigating to our Website;
- Device Information: We collect information about the mobile device you use to access our mobile applications, including the hardware model, operating system and version, unique device identifiers, and mobile network information; and

- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information, including cookies and web beacons (or pixel tags). Cookies are small data files stored on your hard drive or in device memory that help us to, among other things, improve our Website and your experience, see which areas and features of our Website are popular and count visits. Web beacons are clear, electronic images that may be used on our Website or in our emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine if an email has been opened and acted upon. We use an analytics service, Google Analytics to gather information about our Website visits. To learn more about Google Analytics, including opting out of Google Analytics, click here:

<https://tools.google.com/dlpage/gaoptout?hl=en>

12.5 We may collect personal information from other sources, such as service providers, vendors, social media sites, and advertising agencies.

12.6 We do not sell your personal information to third parties. Data we receive from other sources may be combined with the information you provide us and may be used or shared for the following purposes stated below.

12.7 The personal information we collect may be used:

- To operate and improve our Website;
- To respond to your questions, comments and requests;
- To provide the information or legal services you request and send you related information;
- To send you advisories, alerts, and updates;
- To communicate with you about our legal services, programming and events, and other information we think will be of interest to you;
- To monitor and analyze usage, trends, and activities related to our Website;
- To notify you about any changes to our Website;
- To fulfill or meet the reason you provided the information;
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; and
- In any other way we may describe when you provide the information.

We will not sell, share or rent the information gathered from the sources listed above to others in ways that are different from what is disclosed in this Privacy Statement. Personal information is only used for the purposes set forth above and for no other purposes.

12.8 We may share your personal information in the following instances:

- With service providers, and other third parties we use to support our business as needed for them to provide us

with services that help us with our business activities and promote our legal services to you;

- With Software/IT service providers we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them;
- When we believe sharing is necessary to protect our rights, preserve safety, investigate fraud or other wrongdoing;
- When required by law, which includes complying with any court order, law, or legal process, including responding to a government or regulatory request;
- In connection with the sale, transfer or financing of Varnum's business or its assets;
- To enforce or apply our agreements, including for billing or collection purposes; and
- For any other purpose disclosed by us when you provide the information.

Apart from the categories and purposes listed above, Varnum will not share your personal information with other third parties for their independent use without your permission.

12.9 We will use reasonable administrative, technical and physical security to protect the personal information we retain and to help ensure that it is used in accordance with this Privacy Statement. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Statement unless longer retention is required by law or for auditing purposes.

13. ENGAGEMENT OF THIRD-PARTY SERVICE PROVIDERS

13.1 From time to time at your request, we may act on your behalf to engage the services of third parties to provide professional advice, goods or services to you or for your benefit, in connection with our legal engagement. Examples of such third parties include (without limitation) title insurance companies, appraisers, surveyors, environmental experts, process servers, financial consultants, court reporters, and law firms in other jurisdictions or in specialized practice areas. You will be responsible for the payment of all costs, fees and other expenses incurred in connection with any such engagement. In our discretion, we may include these costs on our direct bills to you; in most cases, we will instruct third parties to bill you directly for their services and products, or will forward to you all third-party bills that we receive, for direct payment by you.

13.2 In connection with such an engagement or otherwise, we may from time to time, at your request, recommend particular third-party service providers to you as the need arises. In making any such recommendation, or in engaging for the services of any such third-party, we do not make any warranty, representation or guaranty to you of any kind concerning the third-party provider or its services, including (without limitation) warranties as to the quality of service, professional acumen, or financial circumstances of the third-party service provider. You will retain the right to terminate the services of any such third-party service provider, at your election and at your expense, consistent with the terms of your agreement with the third-party service provider.

14. AUDIT LETTER RESPONSES

14.1 At times, you may request that we provide your auditors certain information in connection with such auditors' examination of your financial statements. We will charge for our services in doing so. Our responses will only be made in accordance with the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You agree not to request information in addition to that provided for in the ABA Statement of Policy and consent to our providing responses only in accordance with the ABA Statement of Policy.

15. OPINIONS TO OTHERS

15.1 Any third-party opinions will be based on your representations and warranties that the facts on which the opinion is based are true, complete, and accurate, and that such representations and warranties do not omit any facts necessary to make such representations and warranties not misleading. You acknowledge and agree that we undertake no duty to investigate such representations and warranties or verify any matters that you represent and warrant to us as true, complete, and accurate.

16. SECURITIES LAW ADVICE

16.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to the securities laws of the United States or any other jurisdiction or any related rules or regulations and we will not provide any advice as to whether any information, statement, opinion, or other writing is required to be filed with, incorporated into, submitted to, or furnished to the United States Securities and Exchange Commission or any state securities regulators. You will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

17. TAX ADVICE

17.1 Unless specifically requested and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such specific request and agreement by us, it cannot be used, for the purpose of (a) avoiding federal, state, or local tax penalties that may be imposed on the taxpayer; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

18. INSURANCE ADVICE

18.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to whether the subject matter of the representation is covered by or otherwise implicates any policy of insurance held by you or any other person or entity, including, but not limited to, whether any notice is required to be provided to any insurer.

19. CORPORATE TRANSPARENCY ACT REPORTING

19.1 Unless specifically requested and agreed by us in writing, we will not provide advice to you with respect to any

obligation you may have to report information, or update previously reported information, to any federal or state agency under the Corporate Transparency Act (31 U.S.C. § 5336) or any comparable state law.

19.2 Unless specifically requested and agreed by us in writing, we will not assist you in preparing any report to any federal or state agency under the Corporate Transparency Act or any comparable state law. If we do agree to assist you with the preparation of such a report, you agree to fully cooperate in gathering and providing all information necessary for the report. You further agree that should you fail to timely provide all information necessary for the report, Varnum may withdraw from its representation of you regarding the report.

Varnum has partnered with third party vendor(s) who, at your direction and expense, can store information necessary to prepare a report and submit a report on your behalf. Varnum will not directly file the report on your behalf.

19.3 We undertake no obligation to monitor whether you have had any changes of circumstances (*e.g.*, a change in beneficial owners, a change of address, etc.) that may require you to submit an updated report to any federal or state agency under the Corporate Transparency Act or any comparable state law.

19.4 If information about a Varnum attorney or staff member is required for a report to any federal or state agency under the Corporate Transparency Act or any comparable state law, Varnum will cooperate in providing you with all such information necessary for your report.

20. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE TOOLS

20.1 From time to time, Varnum may use Generative Artificial Intelligence tools (Generative AI) to augment the work of our legal professionals. We independently analyze the validity and accuracy of all outputs created by any Generative AI tool before utilization of such outputs.

20.2 For complex tasks requiring advanced analysis or in-depth legal research, we will obtain your informed consent before any use of Generative AI to augment our work on that task.

20.3 Varnum maintains data protection protocols to ensure that your confidential or personally identifiable information is not inadvertently disclosed while using a Generative AI tool.

20.4 Should you inform us that you do not want Generative AI tools used on your matter, we will honor that request.

21. ARBITRATION

21.1 Depending on the circumstances, arbitration can be more efficient, expeditious, and inexpensive than litigation in court. As such, the parties agree that, other than a complaint seeking emergency injunctive relief to prevent a real and imminent danger of irreparable harm or a complaint to an attorney disciplinary authority alleging unethical conduct, any

controversy, dispute, or question arising out of, in connection with, or relating to the engagement agreement (including, but not limited to, interpretation, performance, nonperformance, breach, or alleged legal malpractice), the attorney-client relationship, fees, or any services of Varum shall be determined by arbitration. The parties agree to delegate exclusively to the arbitrator the authority to determine the arbitrability of any dispute and the extent of the arbitrator's jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. This agreement to arbitrate waives the parties' right to a jury trial and constitutes your informed consent to arbitration. You may wish to seek independent counsel regarding the scope and advantages and disadvantages of this arbitration provision.

21.2 Unless otherwise agreed and except as described below, the arbitration shall be conducted in accordance with the then-existing rules for Commercial Arbitration of the American Arbitration Association (AAA). Arbitration shall be by a single arbitrator selected in accordance with the AAA Commercial Arbitration Rules, under which the parties can select an arbitrator who is experienced in the subject matter of the dispute. Unless otherwise agreed, the arbitration shall be conducted in Grand Rapids, Michigan. The hearing shall be conducted pursuant to the normal rules of evidence applicable to such a matter in the Michigan courts. In accordance with the AAA Commercial Arbitration Rules, each party shall be financially responsible for a portion of the arbitrator's compensation and the administrative fees associated with the arbitration. The decision rendered by the arbitrator shall be final and binding upon the parties, except that any party may make one request for reconsideration by the arbitrator, provided that such request is made, in writing, within fourteen (14) days of issuance of the decision or reconsideration has been directed by a court having jurisdiction. This agreement waives the right to appeal the result of the arbitration proceeding except as otherwise established by law. Any court having jurisdiction, including a circuit court of the State of Michigan, may enter judgment, including, but not limited to, an award of damages,

on the arbitration award. The arbitrator may not amend, modify, or substitute any of the terms of the engagement agreement between the parties and his jurisdiction is thereby limited. The arbitrator may not award class or collective relief.

21.3 All arbitration proceedings, including but not limited to hearings, discovery, and awards, shall be confidential. The arbitration shall be conducted as a private proceeding, unlike litigation in court. There shall be no disclosure to third parties of the existence of the arbitration proceeding, any evidence related to the proceeding, or of the arbitrator's award/decision, except as necessary for the arbitration process, as necessary to enforce the arbitrator's award/decision, as necessary to disclose to attorneys, accountants, or other professional advisors for legal, accounting, or tax purposes, or as otherwise required by law.

21.4 Any party may seek summary disposition of the matter upon motion submitted to the arbitrator, if there are no genuine issues of material fact relevant to such resolution upon motion. Any party to the arbitration shall be entitled to discover, reasonably in advance of an arbitration hearing, relevant unprivileged documents in the possession, custody, or control of any other party to the arbitration, subject to the arbitrator limiting such discovery to avoid undue burden or expense or the disclosure of information for which the possessing party has a duty of confidentiality to others. If a party will present testimony of an independent expert (i.e., not a party, employee, owner, or partner of a party) at an arbitration hearing, the other party will be allowed to depose, under oath, that expert reasonably in advance of the hearing, but such deposition will not take longer than one day (seven hours), unless the parties otherwise agree or the arbitrator determines that a longer time is appropriate. No other depositions (i.e., of fact witnesses) will be permitted, except upon agreement of the parties or upon approval by the arbitrator as to a witness who cannot be subpoenaed or is unable to attend the hearing. This agreement waives the right to take discovery to the same extent as is available in a case litigated in court.