

# Holland & Knight

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November 18, 2025

*Via U.S. Mail*

John Ward  
Walton County Manager  
111 S. Broad Street  
Monroe, GA 30655

Logan Propes  
City Administrator  
215 N. Broad Street  
Monroe, GA 30655

Re: Holland & Knight Representation

Dear Mr. Ward and Mr. Propes:

Thank you for retaining Holland & Knight LLP to represent Walton County and the City of Monroe to procure state appropriations for the joint transportation project.

Also, as a necessary consequence of this joint representation, all information you share with H&K in this joint representation will be shared among each other. Thus, if we receive information from or about one of you that we believe the others should have in order to make decisions regarding the subject of the representation, we will give the others that information. In addition, in the unlikely event of a disagreement among you, the attorney-client privilege will not protect the information you share with us. Please note, that should a divergence of interests develop in this representation between you that cannot be amicably resolved among you, H&K may have to withdraw from the joint representation.

**Scope of Engagement.** H&K's engagement will involve the procurement of state funding for a transportation project. H&K's engagement begins upon the approval of the local authorities. The Firm looks forward to serving Walton County and the City of Monroe's needs in this matter and to establishing a mutually satisfactory relationship.

**Terms of Engagement.** This letter and the attached Terms of Engagement constitute the entire understanding between the Firm, Walton County and the City of Monroe concerning the Firm's representation of Walton County and the City of Monroe with respect to the matter described above. If Walton County and the City of Monroe seek the Firm's advice in any future matter and if the Firm agrees to undertake such representation the terms and conditions set forth in this letter and the attached Terms of Engagement will apply unless otherwise agreed to in writing by Walton County and the City of Monroe.

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**Fees.** H&K's fees for this engagement shall be \$8,500 per month for a 12 month term. Our invoices will be sent to Walton County, but all of you will be jointly and severally responsible for their payment.

The Firm has a policy of requiring an advance fee deposit which it will apply to the final invoice or, at the Firm's discretion, credit against its fees during the representation. Under the circumstances the Firm has determined to waive the requirement for an advance fee deposit in this matter.

**Client Relationship.** The Firm's attorney-client relationship is with Walton County and the City of Monroe only and not with Walton County's and the City of Monroe's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Walton County and the City of Monroe parent, subsidiaries, or other affiliates. Since the Firm represents Walton County and the City of Monroe only, Walton County and the City of Monroe agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Walton County and the City of Monroe, including those that have a relationship with Walton County and the City of Monroe (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

**Advance Waiver to Future Conflicts.** H&K's agreement to represent Walton County and the City of Monroe is conditioned upon Walton County's and the City of Monroe's understanding and informed consent that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Walton County and the City of Monroe, even if the interests of such other clients in those other matters are directly adverse to Walton County and the City of Monroe's interests. Please refer to this section in the attached Terms of Engagement for a further explanation regarding such advance waiver.

**Considerations Relating to the Decision to Waive.** Walton County and the City of Monroe should not sign this waiver if it has any unanswered or unaddressed reservations or concerns. H&K also recommends that Walton County and the City of Monroe discuss this waiver with an attorney of its choice.

**Agreement to Arbitrate and Waive Jury Trial.** Any dispute, controversy or claim arising out of or relating to this letter, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. By agreeing to submit such dispute, controversy or claim to binding arbitration, Walton County and the City of Monroe are waiving rights to a jury trial and limiting rights to appellate relief. The standards of evidence, procedures, and damages in an arbitration proceeding may differ from a trial. The Firm recommends that Walton County and the City of Monroe consult with another attorney of its choice with respect to whether to agree to arbitrate as provided in this provision. By signing this letter, Walton County and the City of Monroe are acknowledging consultation with an attorney or

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an informed decision not to consult with an attorney despite the recommendation to do so. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Please refer to this section in the attached Terms of Engagement for further explanation.

Based on your current alignment of interests, we concluded that H&K will be able to competently and diligently represent all of you in this matter. If the terms described above and in the attached Terms of Engagement are satisfactory, please indicate by signing and returning the enclosed copy of this letter which shall confirm our engagement agreement, together with the advanced fee deposit if applicable.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP



Marci Rubensohn

**Acknowledgement, Consent, and Joint Represent Conflict of Interest Waiver**

Each of the undersigned acknowledges and agrees to the terms of engagement, consents to the joint representation, and waives any conflict of interest associated with the joint representation as described in the aforesaid circumstances.

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John Ward, Walton County

Dated: \_\_\_\_\_

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Logan Propes, City of Monroe

Dated: \_\_\_\_\_

## **HOLLAND & KNIGHT LLP**

### **TERMS OF ENGAGEMENT**

Holland & Knight LLP appreciates Client's decision to retain Holland & Knight LLP ("H&K" or "the Firm") as Client's legal counsel. Unless modified in writing, these terms are an integral part of Client's engagement of H&K. Experience has shown that an understanding of these matters will contribute to a better relationship between H&K and Client, and that in turn makes H&K's efforts more productive.

H&K's engagement and the services that H&K will provide to Client are limited to the matter identified in the accompanying letter or in any scope letter subsequently sent by H&K to Client. Any changes in the scope of H&K's representation as described in the letter or in any scope letter must be approved in writing by H&K. We will provide services of a strictly legal nature related to the matters described in that letter. Client will provide H&K with the factual information and materials H&K requires to perform the services identified in the letter, and Client will make such business or technical decisions and determinations as are appropriate. Client will not rely on H&K for business, investment, or accounting decisions, or expect H&K to investigate the character or credit of persons or entities with whom Client may be dealing, unless otherwise expressly specified in the letter.

H&K cannot guarantee the outcome of any matter. During the course of the engagement H&K may express opinions or beliefs concerning Client's matter, alternative courses of action, the outcome of the matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of the Client's matter. Although H&K shall endeavor to provide diligent and conscientious services to the Client, all representations and expressions relative to the matter do not constitute guarantees due to the uncertainty of all legal matters. Any expression of H&K's professional judgment regarding Client's matter or the potential outcome is, of course, limited by H&K's knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond H&K's control. The payment of our fees and expenses is not contingent or dependent upon a particular result.

#### ***Confidentiality and Related Matters***

The Firm is subject to, and complies with, the rules of professional conduct that impose upon lawyers and their employees a duty to preserve and protect confidential information. Likewise, to the extent that the Firm's internal business processes, personnel information, information technology and data security processes, or any other information about the administrative operations of the Firm ("Firm Confidential Information"), are shared with Client in connection with a representation or proposed representation, Firm Confidential Information will be maintained in confidence by Client, and will not be disclosed to any third party except to the Client's directors, officers, managers, employees, advisors, accountants, attorneys or agents ("Representatives") who need to know such information for purposes of the Firm's representation of Client (such Representatives having been informed of, and agreeing to comply with, these requirements and the confidential nature of the Firm Confidential Information) and (ii) will be protected with the same degree of care as Client normally uses in the protection of Client's own confidential and proprietary information, but in no case with any less degree than reasonable care. To the extent Client receives or has access to personal information about Firm personnel, Client will comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct").

The Firm attempts to achieve efficiencies and savings for its clients by managing the Firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in an efficient manner, including outsourcing certain functions to third parties. Outsourcing in this manner may require the Firm to allow access by third parties to Client's confidential information, and in some cases, these third parties may be located outside the United States. Each third party with access to Client's confidential information is vetted as part of an Information Technology Standardized Information Gathering (SIG) process, as well as a Privacy Risk Assessment where appropriate. The Firm will follow applicable law and regulations with regard to such outsourcing and protection of confidential information.

Unless H&K has otherwise specifically agreed with Client, Client agrees that H&K may disclose that it represents Client, including in materials which the Firm uses to describe its practices to others.

In the event H&K is required to respond to a subpoena or other formal request from a third party or a governmental agency for H&K's records or other information relating to services H&K has performed for Client, or to testify by

deposition or otherwise concerning such services, H&K will first consult with Client as to whether Client wishes to supply the information demanded or assert Client's attorney-client privilege to the extent Client may properly do so. It is understood that Client will reimburse H&K for H&K's time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in document and data searches, photocopying costs, data storage costs, reviewing data and documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

### ***Affiliated Firms***

Because certain of the work for which H&K is engaged by Client may involve matters governed by, or otherwise related to, the laws of non-US jurisdictions, H&K may engage Holland & Knight Colombia SAS, Holland & Knight Mexico SC, and Holland & Knight (UK) LLP ("Affiliate Firm(s)") to the extent necessary or appropriate to obtain the services of attorneys, paralegals and other attorney support personnel in such jurisdictions to provide the relevant portion of the services, and Client hereby agrees to H&K's engagement of H&K's Affiliate Firm(s) in such circumstances. The services of the Affiliate Firm(s) shall be billed to Client in accordance with the provisions of, and together with the services provided by H&K under, the accompanying letter and these Terms of Engagement.

Client acknowledges and agrees that H&K may disclose Client's identity to H&K's Affiliated Firms for the purpose of undertaking a conflict of interest check. Client agrees that information and data relating to Client or on any matter handled by H&K for Client, including confidential information, may be disclosed by H&K to H&K's Affiliated Firms in the course of providing services to Client. Client also agrees that provision of services from one or more of H&K's Affiliated Firms does not grant Client third party rights in respect of such Affiliated Firms.

### ***Client Affiliates***

The Firm's attorney-client relationship is with Client only and not with Client's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Client's parent, subsidiaries, or other affiliates. Since the Firm represents Client only, Client agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Client, including those that have a relationship with Client (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

### ***Advance Waiver of Conflicts of Interest***

H&K is a large, full-service law firm, and it may be (and often is) asked to represent a client with respect to interests that are adverse to those of another client that is represented by the Firm in connection with another matter. Accordingly, Client understands and agrees that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests.

H&K agrees that Client's prospective consent to conflicting representation will not apply in any instance in which, as a result of the Firm's representation of Client, H&K has obtained sensitive, proprietary, or otherwise confidential information that could be used to the Client's material disadvantage by the other potential client whose interests are adverse to Client's interests, unless the Firm can demonstrate to Client's reasonable satisfaction that any confidential information the Firm has obtained from Client will be sequestered from the lawyers working for that other potential client.

Outside of these limitations, the Firm is and will remain free to represent other clients adverse to Client. In other words, the Firm may represent other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Client, except with respect to matters that are the same or substantially related to H&K's former or current representation of Client.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Client must consent to the Firm's withdrawal from Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice in accordance with applicable rules of professional conduct.

Client agrees Client will not assert the Firm's engagement in this matter as a basis for disqualifying the Firm from representing any other client in a different matter or as a basis to assert any claim of breach of duty, except the Firm agrees this waiver shall not include matters or disputes arising against Client that are the same or substantially related to the engagement in this matter or in a former representation.

#### ***Joint Representation Waiver of Conflicts of Interest***

When the Firm represents more than one client in a matter, including affiliates, the Firm will disclose to all clients all relevant information received from any of the clients relating to the matter at issue. Therefore, if the Firm is representing multiple clients in a matter, each client, upon execution of the accompanying letter or other acknowledgement of consent, has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require the Firm to preserve in confidence information disclosed to it by one client from another client, either in the course of a representation or in connection with any subsequent legal proceeding brought by one client against another of the clients. Should material differences develop between multiple clients that cannot be amicably resolved by the joint clients, or that the Firm concludes cannot be resolved on terms compatible with the best interests of all clients, then the Firm, unless otherwise agreed to by the joint clients, shall at that time withdraw from the representation of all clients. If the Firm does withdraw, however, it will assist each of the clients in transferring the matter to other counsel of the clients' choice.

#### ***Electronic Communications and Information Storage***

Unless instructed otherwise in writing, H&K will correspond with Client and third parties by e-mail or other electronic means. H&K will take reasonable precautions to prevent unauthorized access by third parties outside the Firm to Client's electronic information. H&K cannot, however, guarantee that information will be free from unauthorized access by third parties or that transmissions will be delivered or received in a timely manner or at all, reliably, securely, error free, virus free or free from interception. Client accepts these risks and hazards and agrees that H&K will have no liability for any loss or damage caused by the use of electronic communications and information storage. If Client has a requirement for a greater level of security, please discuss this with H&K.

Client consents to H&K's intercepting and monitoring communications between Client and individuals within the Firm, in order to ensure compliance with H&K's internal rules or with applicable legal requirements and to investigate matters brought to H&K's attention.

H&K stores information in electronic form which may be held in the Cloud, including in platforms owned by trusted third party suppliers such as Microsoft Azure and Amazon Web Services. H&K takes all appropriate technical and organisational measures to protect information supplied by Client.

#### ***Use of External Platforms***

From time to time, Client and H&K may agree to the use of web-based e-signature platforms for the signing of documents (such as DocuSign and Adobe Sign). Client may also request H&K use certain third-party applications ("Apps") that are outside of H&K's control (such as Client's Microsoft Teams system or WhatsApp) for H&K's communications. Please note that these platforms and Apps are provided by third parties and H&K makes no express or implied representations or warranties about them, including without limitation:

- the security, confidentiality, accuracy, reliability, timeliness or completeness of information communicated via them; and
- any harm or damage that may be caused to Client's computer systems through their use.

When using these platforms and Apps, Client agrees to take responsibility for implementing security and virus checks to protect Client's computer systems and satisfy Client of the integrity and security of information passing through these platforms and Apps. Client acknowledges that H&K is not responsible for any confidentiality breaches in relation to information transmitted and processed through and by the platforms and Apps which arise from inherent security risks associated with them, except where such confidentiality breaches result from H&K's fault.

Client warrants that Client has the necessary licenses and has entered into agreements with the providers of the Apps to allow Client to use the Apps in the way proposed and to grant H&K access.

Client agrees that H&K will be granted sufficient access rights within the Apps to allow download of content, including any available audit trails of amendments made via the Apps.

Client agrees that any records that are saved and stored by H&K regarding any advice provided to Client via the Apps (by downloading, screenshots, or otherwise) will be accepted by both parties as an accurate record of the advice provided by H&K to Client.

H&K will make every effort to use the Apps for communications between H&K, but there may be circumstances in which H&K will need or prefer to communicate with Client using H&K's email systems. Such circumstances include:

- in cases of urgency or particular importance;
- where Client has instructed H&K to act on Client's behalf in the course of any proceedings that have been issued against Client;
- where the advice to be provided by H&K is of a particularly sensitive nature;
- where relevant members of H&K's team do not have access to the Apps and otherwise need to be involved or copied to correspondence;
- when a team member is responding or communicating with Client while traveling where access to the Apps may be limited; and
- where for technical reasons a document cannot be uploaded or shared via the Apps.

To ensure H&K provides Client with the best quality service and acts in accordance with H&K's regulatory obligations, Client and H&K agree to use the Apps in the most efficient and effective way, including by:

- where available, liberal use of the "@" function on communications Apps, to ensure relevant team members (including the lead partner) is alerted to Client's communication;
- use of separate channels and/or threads on communications Apps to provide clear channels of communication in relation to each relevant instruction;
- letting each other know when new members are added to the channel, so H&K and Client are aware who is part of the conversation; and
- view and edit access to documents is kept to the minimum number of individuals who need such access, to help the parties maintain document and version control.

### ***Artificial Intelligence***

In providing the legal services defined in this engagement, the Firm may use technological resources which have been licensed to or developed by the Firm. These resources, including artificial intelligence tools, ensure the confidentiality of any and all information received for the purpose of rendering legal services by the Firm. Client understands and accepts that these resources and tools will be used diligently by the Firm for the benefit of Client and as may be deemed necessary.

### ***Fees and Costs***

Clients frequently ask H&K to estimate the fees and other charges they are likely to incur in connection with a particular matter. H&K is pleased to respond to such requests whenever possible with an estimate based on H&K's professional judgment. Such an estimate is subject to the understanding that, unless H&K and Client agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost can vary from the estimated amount.

Hourly rates are subject to an annual adjustment by H&K unless an agreement stating otherwise is entered.

All costs and disbursements incurred by the Firm on behalf of Client are the responsibility of Client. In addition to legal fees, H&K's invoices will include expenses that H&K has advanced on Client's behalf and internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the Firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, court reporting, witness fees, postage and overnight courier charges, filing, recording, certification, and registration fees charged by governmental bodies. H&K's internal charges typically include, but are not limited to, such items as access to research databases and charges for data storage and photocopying materials sent to Client or third parties or required for H&K's use. A cost retainer may be requested at the onset of the engagement and periodically throughout to reimburse funds due to vendors or to the Firm directly. Where applicable, arrangements may be made for the vendor to invoice Client directly for services.

### ***Independent Contractors***

The Firm may engage resources who are not employed by the Firm, i.e., independent contractors. For these independent contractors, H&K will charge rates based upon those charged of Firm lawyers or paralegals with similar qualifications and experience. Client agrees that H&K may report and bill work performed by independent contractors in the same manner as Firm-employed timekeepers, and Client acknowledges that the amount H&K charges Client for this work is not the amount that will be paid to the independent contractor.

During the course of H&K's representation, it may be appropriate to hire third parties to provide services on Client's behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Client agrees to pay the costs of all such services directly to the third party or to reimburse H&K if H&K advances such costs.

### ***Billings***

H&K generally bills periodically throughout the engagement for a particular matter, and H&K's invoices are due upon receipt. In instances in which H&K represents more than one client with respect to a matter, unless otherwise agreed in writing, each client that H&K represents is jointly and severally liable for H&K's fees and expenses with respect to the representation.

Unless otherwise agreed in H&K's engagement letter or otherwise in writing, H&K's invoices are due upon receipt, and if any invoice is unpaid for ninety (90) days, H&K reserves the right to withdraw as Client's counsel and terminate H&K's representation, subject to applicable ethical rules. If an invoice remains unpaid for more than 30 days, the Firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the invoice until it is paid in full. Interest charges apply to specific monthly invoices on an individual invoice basis. Any payments made by the Client are applied first to the oldest outstanding invoice, with any payment overage applied to all other unpaid invoices.

H&K invites Client to discuss freely with H&K any questions that Client has concerning a fee charged for any matter. H&K wants H&K's clients to be satisfied with both the quality of H&K's services and the reasonableness of the fees that H&K charges for those services. H&K will attempt to provide as much billing information as Client requires and in such customary form that Client desires, and is willing to discuss with Client any of the various billing formats H&K has available that best suits Client's needs.

Where required, Client's invoice may include applicable international taxes such as VAT, GST, country-based business tax and consumption tax, etc., which need to be remitted to H&K along with the fees and costs.

All payments of H&K's invoices must be made free and clear of, and without any deduction or withholding for or on account of, any tax or charge unless Client is legally obliged to make such a deduction or withholding. If that is the case and provided legally permissible, the sum payable (in respect of which such deduction or withholding tax is required to be made) shall be increased to the extent necessary to ensure that H&K receives a sum net of any deduction or withholding tax or charge equal to the sum payable on H&K's invoice and as if no such deduction or withholding has been made or required to be made from H&K's invoice.

### ***E-Billing Policies and Procedures***

The Firm works with several ebilling vendors (the "Approved Vendors") which have demonstrated proficiency in the electronic management of billing and collection matters. If Client currently uses or is contemplating using an e-billing vendor, please contact H&K's e-billing team at [BillingTeamE@hklaw.com](mailto:BillingTeamE@hklaw.com) to discuss whether Client's existing vendor meets the Firm's requirements for Approved Vendors.

The Firm expects all Approved Vendors to comply with the following policies and procedures, and H&K looks to Client to provide these policies and procedures to Client's e-billing vendor:

1. Vendor site must be a supported vendor within the system for management of e-billing matters used by the Firm.
2. The vendor site should allow access to the site not only by responsible attorneys, but also e-billing staff and other Firm personnel authorized to participate in the e-billing process.
3. Client's vendors must comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct"), which applies to third parties that handle personal information of Firm personnel.
4. In any circumstance where the Firm is e-billing an insurance company for work performed on Client's behalf, the Firm's e-billing policies shall apply to any vendor utilized by such insurance company.

Further, if the Firm is providing a discount on its fees, any vendor charges which are imposed on the Firm will be included in the total amount subject to the discount. Moreover, no e-billing issues regarding rejected charges, delayed approvals, unreasonable delays in payment, failure of the vendor or Client to keep the Firm informed of approval and payment progress, failure of the vendor or Client to keep the Firm informed of corrective actions needed to assist with payment, or other invoicing issues, modify the Firm requirement for prompt payment of fees and expenses in accordance with the terms of this engagement letter.

#### ***Client Files***

In the course of Client's representation, H&K will maintain a file, either in paper or electronic form containing correspondence with Client, pleadings, agreements, deposition transcripts, exhibits, physical evidence, expert reports, and other items H&K considers reasonably necessary to Client's representation ("Client File"). H&K may also retain for H&K's own use documents containing H&K's attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). The Client File will not include the Work Product and H&K's internal communications, including emails and other materials not communicated to Client, which H&K does not consider necessary to Client's representation. Client is entitled upon written request to take possession of the Client File, subject to H&K's right to make copies of any files delivered to Client. Client agrees that the Work Product shall be and remain H&K's property. H&K may destroy the Client File ten (10) years after a matter is closed, or in line with the Firm's document retention policy or applicable regulatory, statutory or legal requirement.

#### ***Termination***

The representation is terminable at will by either H&K or Client. The termination of the representation will not terminate Client's obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition of the matter or the Client File to new counsel.

Unless otherwise agreed, the attorney-client relationship between H&K and Client will be considered terminated upon H&K's completion of the specific services for which H&K has been retained. At H&K's election, H&K may consider the attorney-client relationship terminated six (6) months after the last date H&K furnishes any billable services to the Client and there is no ongoing or imminent matter being handled by H&K for the Client at the time of such termination.

H&K may inform the former Client from time to time of developments in the law which may be of interest, but such communication should not be understood as a revival of an attorney-client relationship. Moreover, H&K has no obligation to inform the former Client of such developments in the law unless H&K is engaged in writing to do so.

H&K also may (but is not obligated to) respond to an audit letter request after termination of the attorney-client relationship between H&K and Client, but such communication should not be understood as a revival of an attorney-client relationship.

In the event H&K's representation of Client is terminated and Client has not paid for all services rendered and/or other charges accrued on Client's behalf to the date of H&K's withdrawal, H&K may, to the extent permitted by law, assert a charging lien against any funds recovered by Client related to the terminated matter, and a retaining lien against any property, documents or files remaining in H&K's possession until such charges are paid.

### ***Agreement to Arbitrate and Waive Jury Trial***

Any dispute, controversy or claim arising out of or related to H&K's representation or subsequent scope letter or other writing, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). If the amount in controversy does not exceed five million dollars (\$5,000,000), the arbitration will be conducted by a single neutral arbitrator from the JAMS panel of neutrals. If the parties encounter difficulty in agreeing on this arbitrator, they will seek the assistance of JAMS in the selection process. If the amount in controversy exceeds five million dollars (\$5,000,000), the arbitration will be conducted by an arbitration panel consisting of three neutral arbitrators from the JAMS panel of neutrals, with one arbitrator selected by one side of the dispute, with one arbitrator selected by the other side of the dispute, and a third arbitrator selected by the two other arbitrators. By agreeing to submit such dispute, controversy or claim to binding arbitration, Client is waiving Client's right to a jury trial, agreeing to have the matter decided by one or more individuals who are not sitting judges and who will be paid by the parties according to the Rules, and Client is significantly limiting both Client's right and need to respond to requests for appellate relief. The standards of evidence, procedures (including, for example, the scope and extent of discovery) and damages in an arbitration will also differ to at least some degree from a trial. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Client and the Firm shall maintain the confidential nature of the arbitration proceeding and the Award (as defined in the Rules), including the Hearing (as defined in the Rules), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award (as defined in the Rules) or its enforcement, or unless otherwise required by law or judicial decision. By signing this agreement, Client also agrees that no provision of this agreement should be interpreted or construed as waiving or agreeing to vary the effect of any right or requirement which is expressly prohibited from being waived or varied under applicable law or the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, as applicable. Furthermore, wherever possible, each provision of this agreement shall be interpreted and construed in such manner as to be effective and valid under applicable law. If, however, any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement, which shall remain in full force and effect. The Firm recommends that Client consult with another attorney of Client's choice with respect to whether Client should agree to arbitrate all disputes as provided in this provision.

#### California

Notwithstanding this overall agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 *et seq.* or any successor statute. If a fee dispute arises, the Firm will provide Client with information about the State Bar program. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, then instead of the right to trial mentioned in the statute, Client acknowledges and agrees that the fee dispute and any other dispute between H&K and Client will be resolved exclusively by confidential private arbitration, as set forth above. Both Client and the Firm further understand and waive to the fullest legal extent any applicability of the holding in *Alternative Systems, Inc. v. Carey*, 67 Cal. App.4th 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative Systems* is applied by a court of competent jurisdiction, or by an arbitrator of competent jurisdiction, to any fee dispute under this agreement, Client and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

#### Connecticut

Any dispute over the Firm's fees and costs, or any request for a refund, shall be resolved by binding arbitration through the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association ("CBA Program"); information about that program may be found at [www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program](http://www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program). Under the CBA Program, its administrators appoint a neutral arbitrator to hear from each side and issue a decision resolving the dispute. There is no cost to use the CBA Program at this time.

Should the CBA decline to accept the fee dispute or be unable for any reason to appoint an arbitrator within six (6) months of being requested by either party, then the fee dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd

before a single arbitrator agreed upon by the parties, or, absent such an agreement, as appointed by a judge of a Connecticut Superior Court pursuant to 52-407kk. An arbitrator selected pursuant to the statute will charge for their time which they may allocate to one party or the other.

There are advantages and disadvantages to arbitration. Arbitrations usually are quicker and less expensive than court proceedings, but they do not include the right to a trial by jury or court; an arbitrator may impose restrictions on what, if any, pre-hearing requests for discovery will be allowed; and the grounds by which the arbitrator's decision may be challenged are limited. Please note however that any claim by Client beyond a fee dispute asking for damages against H&K is not subject to this provision. In the event Client asserts such a claim, it must be resolved by a Connecticut court. Only if the Firm's engagement is for a commercial matter, Client and any guarantor acknowledge the Firm shall be entitled to recover its reasonable attorney fees and expenses to collect sums due it in any court proceeding or arbitration.

#### Florida

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before Client signs this agreement Client should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, Client gives up (waives) Client's right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

#### New York

If a dispute develops about H&K's fees, Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$1,000 and less than \$50,000.

#### North Carolina

Notwithstanding this overall agreement to arbitrate, the Firm will, in the event of a fee dispute, make reasonable efforts to inform Client of Client's right to make use of the North Carolina State Bar program of fee dispute resolution at least 30 days prior to initiating proceedings to collect a disputed fee and will, at Client's request, participate in that program in good faith.

#### ***Internal Law Firm Privilege***

The Firm represents many clients and handles a great number of complex matters. As a result thereof, from time to time issues may arise that raise questions governed by attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, H&K generally seeks the advice of an H&K professional responsibility partner or H&K's General Counsel. H&K considers such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege under certain circumstances, H&K believes that it is in the interests of both H&K's clients and the Firm that H&K receives expert analysis of H&K's obligations. Accordingly, as part of this agreement concerning H&K's representation of Client, Client agrees that if the Firm determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either the Firm's professional responsibility partners or General Counsel, their designees or, if it chooses, outside counsel), the Firm has Client's consent to do so and Client further agrees that the Firm's on-going representation of Client shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such counsel.

#### ***Data Privacy and Protection***

In the course of H&K's representation, H&K may receive from Client or on Client's behalf, certain confidential information about individual persons that is protected under applicable law and regulations. Please review the Firm's Privacy Notice, which can be found at <https://www.hklaw.com/en/firm/legal/privacy>.

### ***Transferring Data Outside Country of Origin***

H&K's Affiliated Firms have offices in the United States, the United Kingdom, Mexico, Colombia and Algeria. H&K's personnel may access Client's data in any country in which H&K operates. To deliver services to Client, it is sometimes necessary for H&K to transfer and store data outside its country of origin as follows: (1) with H&K's Affiliated Firms; (2) with H&K's service providers located outside the data's country of origin; (3) if Client is based outside the data's country of origin; or (4) where there is an international aspect to the matter representation. Additionally, unless otherwise mutually agreed to between H&K and Client, all data transferred to the Firm will be received, stored and accessed on the Firm's servers in the United States.

### ***Texas Disclosure***

H&K is required by law to advise Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, Client may call 1-800-932-1900. It is a toll-free call.

\* \* \* \* \*

Client's agreement to this engagement constitutes Client's acceptance of the foregoing terms and conditions. If any of them is unacceptable to Client, please advise H&K now so that the Firm can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.