



SUNNI P. BEVILLE

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sbeville@brownrudnick.com

July 21, 2020

Eisenberg, Rothweiler, Winkler,  
Eisenberg & Jeck, P.C.  
1634 Spruce Street  
Philadelphia, PA 19103  
Attn: Stewart J. Eisenberg, Esq.  
Email: [stewart@erlegal.com](mailto:stewart@erlegal.com)

Kosnoff Law PLLC  
1321 Upland Drive  
PMB 4685  
Houston, TX 77043  
Attn: Timothy D. Kosnoff, Esq.  
Email: [Tim@kosnoff.com](mailto:Tim@kosnoff.com)

AVA Law Group, Inc.  
3667 Voltaire Street  
San Diego, CA 92106  
Attn: Andrew Van Arnsdale, Esq.  
Email: [andrew.vanarsdale@gmail.com](mailto:andrew.vanarsdale@gmail.com)

Andrews & Thornton  
4701 Von Karman Ave., Suite 300  
Newport Beach, CA 92660  
Attn: Anne Andrews, Esq.  
Email: [aa@andrewsthornton.com](mailto:aa@andrewsthornton.com)

Slater Slater Schulman, LLP  
488 Madison Avenue  
20th Floor  
New York, NY 10022  
Attn: Jonathan E. Schulman, Esq.  
Email: [jschulman@sssfirm.com](mailto:jschulman@sssfirm.com)

ASK LLP  
151 West 46th Street  
4th Floor  
New York, NY 10036  
Attn: Edward E. Neiger, Esq.  
Email: [eneiger@askllp.com](mailto:eneiger@askllp.com)

**RE: Confirmation of Engagement**

Dear Stewart, Timothy, Andrew, Anne, Jonathan and Edward:

We are very pleased that the Ad Hoc Committee of Boy Scouts of America Sexual Abuse Survivors (the “**Ad Hoc Committee**” or “**Client**”), comprised of certain clients (each a “**Law Firm Client**” and, collectively, the “**Law Firm Clients**”) represented by Eisenberg, Rothweiler, Winkler, Eisenberg & Jeck, P.C., Kosnoff Law PLLC, AVA Law Group, Inc., Andrews & Thornton, Slater Slater Schulman, LLP, and ASK LLP (collectively, the “**Law Firms**”), has engaged Brown Rudnick LLP (“**Brown Rudnick**,” “**us**,” “**we**,” “**our**,” or the “**Firm**”). The members of the Ad Hoc Committee are identified on Exhibit A attached hereto.



The Law Firms each represent and warrant that they have the authority to sign this Engagement Letter on behalf of their respective Law Firm Clients and bind the Law Firm Clients to the terms hereof.

Enclosed please find the Client Engagement Terms (the “**Terms**”), which supplement this letter and include additional information setting forth the terms on which the Firm will provide legal services, the scope of such services, billing and payment arrangements, the Firm’s relationship with its clients, and other matters (this letter, together with the Terms, is the “**Engagement Agreement**”). Please carefully review the Engagement Agreement. I am of course available to answer any questions you may have regarding our engagement by the Ad Hoc Committee.

#### *Scope of Engagement*

Subject to the acceptance of this Engagement Agreement by the Law Firms on behalf of their Law Firm Client members of the Ad Hoc Committee, as described herein, we have agreed to represent the Ad Hoc Committee as bankruptcy counsel as of July 18, 2020 in connection with *In re Boy Scouts of America and Delaware BSA, LLC* (the “**Debtors**” or the “**Company**”), Case No. 20-10343 (LSS) (Jointly Administered), pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Case**”).

It is understood that our engagement is with the Ad Hoc Committee as a whole, and not any individual member thereof. As such, this Engagement Agreement and our engagement by the Ad Hoc Committee do not create an attorney-client relationship between Brown Rudnick and any individual member of the Ad Hoc Committee. Any such relationships in other matters are governed by separate retention letters.

#### *Staffing, Fees, and Expenses*

David Molton and I will have primary responsibility for the engagement. To the extent necessary and appropriate, other lawyers and Firm personnel may work on this matter as well.

Fees for our services will be based on the time expended by each lawyer and other Firm personnel (including personnel we may temporarily engage) on the Ad Hoc Committee’s matter, multiplied by that person’s hourly rate (the “**Standard Hourly Fees**”). My standard hourly rate is currently \$1,000 and David’s standard hourly rate is \$1,405.

In addition to the fees for services, you also shall pay, and reimburse the Firm for, all costs and expenses incurred by the Firm in connection with the engagement including, without limitation, those identified in the attached Schedule of Disbursement Charges.



The Firm's statements of fees for professional services and related costs and expenses will generally be prepared and mailed to the Law Firms during the month following the month in which services are rendered or costs or expenses are incurred. Except as otherwise set forth in this Engagement Agreement, payments are due from the Law Firms – and not from the individual members of the Ad Hoc Committee – within thirty (30) days of the date of the statement.

Although the Law Firms are jointly and severally responsible for payment of our fees hereunder, they may allocate our fees in a mutually acceptable manner among themselves. As noted above, the Firm's fees and related costs and expenses shall be payable monthly, without regard to whether there are any recoveries on account of the tort claims held by the members of the Ad Hoc Committee.

#### *Replenishing Retainer*

You shall deliver to the Firm a retainer of \$100,000 (the "**Retainer**"). The Retainer, as well as any future deposits, will be held in the Firm's client trust account. The Firm will use the Retainer to pay the fees and other charges you incur. The Firm will typically apply funds in the Retainer upon or following delivery of monthly statements to you, but reserves the right to apply funds in the Retainer to pay any fees or other charges at any time and in such cases will deliver a statement to you following the application of such funds. The Retainer will be a "**replenishing retainer**" such that your funds on deposit with the Firm will remain at no less than \$30,000. Within fifteen (15) days after notice from the Firm to you that all or a portion of the Retainer has been used to pay professional fees and/or costs, you shall deposit funds with the Firm sufficient to replenish the Retainer to an amount equal to at least \$100,000. If the billing in any monthly cycle exceeds \$100,000, you shall pay within fifteen (15) days after such billing the full amount of such charges so that the Retainer is completely restored to an amount no less than \$100,000 and no receivable balance remains owing from you to the Firm.

#### *Direction*

The Firm is being retained by the Ad Hoc Committee, and not by any individual member of the Ad Hoc Committee. The Firm shall not act on behalf of the Ad Hoc Committee in a manner that is contrary to any direction we receive from the Law Firms.

#### *The Ad Hoc Committee*

We understand, and each member of the Ad Hoc Committee so acknowledges, that each such member has agreed to come together to form the Ad Hoc Committee because you are similarly situated tort claimants of the Debtors and you expect that you may have similar views as to



matters relating to the Debtors and the tort claims. Notwithstanding this arrangement and the execution of this Engagement Agreement: (i) each member of the Ad Hoc Committee acknowledges that no member has agreed to take on, and no member shall owe, a fiduciary duty to any of the other members; and (ii) no member has agreed to take on, nothing herein shall imply, and each member disclaims any fiduciary duty to any other holder of tort claims. Furthermore, each member acknowledges that it in no way intends or agrees to be deemed a member of a “**group**” within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended, for any purpose other than the resolution of the matters specifically identified herein, or to be acting in concert in any other manner with any holder which would be in violation of, or trigger reporting or similar obligations under, applicable law. Furthermore, neither this arrangement nor any provision of this Engagement Agreement shall (a) prevent any member of the Ad Hoc Committee from exercising or seeking to enforce or protect its rights with respect to the Debtors as it may deem appropriate, or (b) otherwise affect any member’s ability to act or forbear from taking any action as it may deem appropriate, including effectuating any settlement with the Debtors with respect to its tort claim.

As set forth in the Terms, each member’s confidential information shall remain confidential and will not be shared with any other member, except with respect to the specific subject matter of the engagement of the Firm by the Ad Hoc Committee. Each member waives any obligation of the Firm to disclose to it any information of another member that is to remain confidential as provided in the foregoing sentence.

### *Conflicts of Interest*

Our ability to represent any and all of our clients is governed by what are commonly called Rules of Professional Conduct, which include but are not limited to rules regarding conflicts of interest between any client of an attorney or law firm and their existing and former clients. Each member of the Ad Hoc Committee agrees that the Firm has been engaged in this matter as legal counsel to the Ad Hoc Committee as a whole, and not individually by you or any other individual member thereof. Each member of the Ad Hoc Committee also understands and agrees that the Firm therefore will not be prevented due to legal conflicts or Rules of Professional Conduct of any kind from providing legal or non-legal services to such other clients in matters that might be directly adverse to you or any other member of the Ad Hoc Committee or your respective interests (other than in connection with the interests of the Ad Hoc Committee as a whole as they relate to the Debtors). The Terms include an Existing and Future Conflicts Waiver section in which the Ad Hoc Committee agrees to certain waivers of conflicts of interest, including a limited, future waiver of any potential or actual conflicts of interest (other than in certain matters in connection with the interests of the Ad Hoc Committee as a whole as they relate to the Debtors). This means that,



subject to the limits described in the Terms, the Firm may represent another client in certain matters in which its interests are, will be, or have been adverse to the Ad Hoc Committee's interests.

#### Communication

We will keep the Ad Hoc Committee apprised of significant developments in the course of the engagement and will obtain the Ad Hoc Committee's direction on critical issues. While we will endeavor to consult with the Ad Hoc Committee about the Firm's work on an ongoing basis, if at any point any member of the Ad Hoc Committee wishes to discuss any issues or to clarify the legal advice we have provided the Ad Hoc Committee, please call upon us.

#### Governing Law

The Engagement Agreement shall be governed by and construed in accordance with the laws of the State of New York, (the "**Specified State**") without giving effect to its choice of law provisions that would result in the application of the laws of a different jurisdiction, provided that our obligations to the Ad Hoc Committee shall also be subject to any applicable professional rules or codes of conduct applicable to the provision of our services to the Ad Hoc Committee, except to the extent the applicability of such provisions is permitted to be waived thereby and is waived by the Ad Hoc Committee.

#### Acknowledgement

If you have any questions regarding the Engagement Agreement or any aspects of the Firm's representation of the Ad Hoc Committee, please do not hesitate to contact me. We look forward to representing the Ad Hoc Committee and are pleased that the Ad Hoc Committee has chosen us to do so.

Sincerely,

BROWN RUDNICK LLP

Sunni P. Beville



Consented and Agreed to:

**EISENBERG, ROTHWEILER, WINKLER,  
EISENBERG & JECK, P.C.**

Tax ID No.: 204258700

By: [Signature]  
Name: Stewart Eisenberg  
Title: President  
Date: 7/22/20

*The Eisenberg, Rothweiler, Winkler,  
Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
Firm Clients*

Consented and Agreed to:

**AVA LAW GROUP, INC.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Slater Slater Schulman, LLP on behalf of  
itself and its Law Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Kosnoff Law PLLC on behalf of itself and  
its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ASK LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The ASK LLP on behalf of itself and its Law  
Firm Clients*



Consented and Agreed to:

**EISENBERG, ROTHWEILER, WINKLER,  
EISENBERG & JECK, P.C.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Eisenberg, Rothweiler, Winkler,  
Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
Firm Clients*

Consented and Agreed to:

**AVA LAW GROUP, INC.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Slater Slater Schulman, LLP on behalf of  
itself and its Law Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: 91-1525117

By: Timothy D. Kosnoff  
Name: Timothy D. Kosnoff for Kosnoff Law, PLLC  
Title: Owner  
Date: July 22, 2020

*The Kosnoff Law PLLC on behalf of itself and  
its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ASK LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The ASK LLP on behalf of itself and its Law  
Firm Clients*





Consented and Agreed to:

**EISENBERG, ROTHWEILER, WINKLER,  
EISENBERG & JECK, P.C.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Eisenberg, Rothweiler, Winkler,  
Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Kosnoff Law PLLC on behalf of itself and  
its Law Firm Clients*

Consented and Agreed to:

**AVA LAW GROUP, INC.**

Tax ID No.: 37-1923464

By: [Signature]  
Name: ANDREW VAN ARSDALE  
Title: MEMBER  
Date: 7/22/20

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Slater Slater Schulman, LLP on behalf of  
itself and its Law Firm Clients*

Consented and Agreed to:

**ASK LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The ASK LLP on behalf of itself and its Law  
Firm Clients*





Consented and Agreed to:

**EISENBERG, ROTHWEILER, WINKLER,  
EISENBERG & JECK, P.C.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Eisenberg, Rothweiler, Winkler,  
Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Kosnoff Law PLLC on behalf of itself and  
its Law Firm Clients*

Consented and Agreed to:

**AVA LAW GROUP, INC.**

Tax ID No.: \_\_\_\_\_

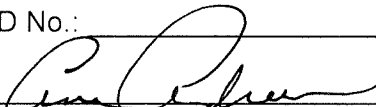
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

By:   
Name: Anne Andrews  
Title: Managing Partner  
Date: 8/22/2020

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Slater Slater Schulman, LLP on behalf of  
itself and its Law Firm Clients*

Consented and Agreed to:

**ASK LLP**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The ASK LLP on behalf of itself and its Law  
Firm Clients*



Consented and Agreed to:

**EISENBERG, ROTHWEILER, WINKLER,  
EISENBERG & JECK, P.C.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
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Consented and Agreed to:

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Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: 45-3913357

By: Adam P. Slater  
Name: Adam P. Slater  
Title: Partner  
Date: 7/23/20

*The Slater Slater Schulman, LLP on behalf  
of itself and its Law Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Kosnoff Law PLLC on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

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Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The ASK LLP on behalf of itself and its Law  
Firm Clients*



Consented and Agreed to:

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EISENBERG & JECK, P.C.**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Eisenberg, Rothweiler, Winkler,  
Eisenberg  
& Jeck, P.C. on behalf of itself and its Law  
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The AVA Law Group, Inc. on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**SLATER SLATER SCHULMAN, LLP**

Tax ID No.: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Slater Slater Schulman, LLP on behalf of  
itself and its Law Firm Clients*

Consented and Agreed to:

**KOSNOFF LAW PLLC**

Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Kosnoff Law PLLC on behalf of itself and  
its Law Firm Clients*

Consented and Agreed to:

**ANDREWS & THORNTON**

Tax ID No.: \_\_\_\_\_

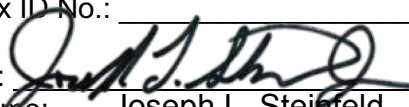
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The Andrews & Thornton on behalf of itself  
and its Law Firm Clients*

Consented and Agreed to:

**ASK LLP**

Tax ID No.: \_\_\_\_\_

By:   
Name: Joseph L. Steinfeld, Jr.  
Title: Co-Managing Partner  
Date: July 27, 2020

*The ASK LLP on behalf of itself and its Law  
Firm Clients*



## **BROWN RUDNICK LLP**

### **Client Engagement Terms**

We are very pleased that the Ad Hoc Committee has engaged the Firm. These Client Engagement Terms (the “**Terms**”), supplement the letter to which they are attached (the “**Engagement Letter**”). Terms defined in the Engagement Letter shall have the same meanings when used in these Terms. The Engagement Letter, together with these Terms, is a contract for our engagement and comprises the (“**Engagement Agreement**”).

We are of course available to answer any questions you may have regarding the engagement or the Engagement Agreement.

### **Welcome to Brown Rudnick**

Brown Rudnick is a limited liability partnership organized under the laws of the Commonwealth of Massachusetts, which may, when necessary to provide services to the Ad Hoc Committee under this Engagement Agreement, collaborate and share resources and information with its subsidiaries or affiliates (the “**Brown Rudnick Affiliates**”). You understand and agree that such information may include your confidential or proprietary information and that the partners and employees of Brown Rudnick Affiliates may render services to the Ad Hoc Committee, whether or not they are identified as such on the Firm’s invoices, all of which shall be governed by the Engagement Agreement. For purposes of the conflicts of interests and professional ethics rules described herein, each of the Firm and the Brown Rudnick Affiliates, in their sole discretion, may elect to treat the other’s clients as its own clients.

### **The Engagement**

The Firm’s engagement to represent the Ad Hoc Committee is limited to the matter(s) described in our Engagement Letter and to any additional matters for which the Firm expressly agrees to provide legal

representation. In the event we provide services beyond the original scope or for a separate matter(s), this Engagement Agreement and our then prevailing standard terms and conditions, hourly rates, and policies shall automatically govern unless otherwise agreed.

Each member of the Ad Hoc Committee acknowledges that the Firm has not provided any member of the Ad Hoc Committee with legal advice concerning the terms and conditions of our Engagement Agreement.

### **Charges for Legal Services**

#### **A. Legal Fees and Disbursements**

Fees for our services and charges for our costs and expenses will be incurred and be payable by you in accordance with these Terms and the “**Staffing, Fees, and Expenses**” provisions of the Engagement Letter.

Currently, our hourly rates for partners/counsel vary from \$675 to \$1,700, for associates from \$510 to \$940, and for paralegals from \$375 to \$465. Other staff hourly rates range from \$280 to \$400. My hourly rate is currently \$1,000. These hourly rates are subject to change on a periodic basis.

We may provide the Law Firms and Law Firm Clients with an estimate of our fees and disbursements that members of the Ad Hoc Committee may incur, based on our best judgment. Such estimates, however, are by their nature inexact and are not intended to be binding upon the Firm.

#### **B. Payment/Questions**

The Law Firms are jointly and severally responsible for the fees incurred by the Firm on behalf of the Ad Hoc Committee. Accordingly, payment will be made by the Law Firms in the full amount of our statement. If you have any questions about any statement that we submit, you should promptly contact the lawyer responsible for our engagement by the Ad Hoc Committee so that we may understand and address your concerns promptly.



### **C. Third Party Payment Responsibility**

As noted above, the Law Firms are undertaking to pay the Firm's bills. Each member of the Ad Hoc Committee hereby consents to (a) the application of those funds to the outstanding balance of such member's account with the Firm and waive any right such member might otherwise have to direct us to pay or apply those funds in any other fashion, and (b) to the extent any Law Firm makes payment to us on a member's behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, each member hereby consents to us adhering to those directions and waives any right such member might otherwise have to direct us to pay or apply those funds in any other fashion. Such payment shall not create an attorney-client relationship between the Firm and the payer. All funds remaining on retainer with the Firm at the conclusion of our engagement will be returned to the Law Firms.

If any other third party (including, without limitation, an insurer or affiliate, Trustee, or the Debtors) undertakes to pay any portion of the Firm's bills, 1) each member of the Ad Hoc Committee will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) each member of the Ad Hoc Committee hereby consents to the application of those funds to the outstanding balance of such member's account with the Firm and waive any right such member might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on a member's behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, each member hereby consents to us adhering to those directions and waives any right such member might otherwise have to direct us to pay or apply those funds in any other fashion. Such payment shall not create an attorney-client relationship between the Firm and the payer. If any member of the Ad Hoc Committee is awarded legal fees or costs by a court or other party, such member will remain responsible for payment of its pro rata share of the Firm's billed fees and other charges, even if the award to such member is less than the amounts we have billed such member

or such member cannot collect all or part of the award for any reason.

### **Insurance Coverage**

It is possible that members of the Ad Hoc Committee may have insurance policies relating to the matter that is the subject of our engagement by the Ad Hoc Committee. Each member of the Ad Hoc Committee should carefully check the insurance policies it has purchased and, if coverage may be available, such member should provide notice to all insurers that may provide such coverage as soon as possible. Our engagement by the Ad Hoc Committee will not include advising members of the Ad Hoc Committee with respect to the existence or availability of insurance coverage for matters within the scope of our engagement.

### **Termination**

The Law Firms, on behalf of the Ad Hoc Committee may, of course, terminate our services at any time. The Ad Hoc Committee's termination of our services will not affect the Law Firms' responsibility, on behalf of the members of the Ad Hoc Committee, to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers chosen by the members of the Ad Hoc Committee. In addition, any member of the Ad Hoc Committee may withdraw from the Ad Hoc Committee at any time, subject to the terms set forth in the Engagement Letter.

Subject to ethical rules by which we are bound, we also reserve the right to suspend our services or withdraw from the engagement described in this Engagement Agreement at any time, but barring unusual circumstances we will discuss such suspension or withdrawal with the Law Firms, on behalf of the members of the Ad Hoc Committee, before doing so and expect to do so only if there are good reasons for such withdrawal, including, without limitation, non-payment of our statements on a timely basis, significant differences between our professional judgment and the



judgment of the Ad Hoc Committee, the existence of any facts or circumstances that would render the Firm's continuing representation of the Ad Hoc Committee unlawful or unethical, or any other concerns that may arise under the ethical rules by which we are bound. The obligations of the Firm under this Engagement Agreement are and will be subject to court orders, statutes, laws, rules, and regulations governing the Ad Hoc Committee's legal rights and each member of the Ad Hoc Committee authorizes the Firm to take whatever action is necessary to comply with the requirements of such authorities.

Unless it is previously terminated, our representation of the Ad Hoc Committee, and our lawyer-client relationship with the Ad Hoc Committee, will be deemed to have been terminated upon the conclusion of our services.

We may ask that the Ad Hoc Committee, through the Law Firms, provide additional confirmation of such termination by signing a substitution or withdrawal of counsel and/or such other documents as may be reasonably necessary to evidence or effect the Firm's termination of our lawyer-client relationship with the Ad Hoc Committee, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. You agree to sign such a substitution or withdrawal of counsel and/or such other documents.

After the conclusion or termination of our representation of the Ad Hoc Committee as described in the Engagement Agreement, changes in relevant laws, regulations, or decisional authorities may affect the Ad Hoc Committee's rights and obligations. Unless the Ad Hoc Committee engages the Firm to provide future services and to advise the Ad Hoc Committee with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise the Ad Hoc Committee or any of its members with respect to future legal developments.

#### **Communication**

We expect that the Ad Hoc Committee, through the Law Firms, will cooperate with us and will fully and

accurately disclose to us all facts and documents that may be relevant to our representation of the Ad Hoc Committee or that we may otherwise request. For instance, each member of the Ad Hoc Committee should be reasonably available to attend meetings, discovery proceedings, conferences, and other proceedings.

Each member of the Ad Hoc Committee authorizes and directs the Law Firms to authorize and direct us to take all actions which we deem advisable on behalf of the Ad Hoc Committee in our representation of the Ad Hoc Committee. Subject to any limitations set forth in the Engagement Letter, we will notify the Ad Hoc Committee, through the Law Firms, of significant developments and consult with the Law Firms, on behalf of the Ad Hoc Committee, in advance of any significant decisions.

We will use our professional judgment and efforts in representing the Ad Hoc Committee; however, we have given no assurance to the Ad Hoc Committee regarding the outcome. Any statements concerning our representation of the Ad Hoc Committee or the results that might be anticipated made by us are merely expressions of our opinion as attorneys, limited by the information known to us at the time and are not to be construed as promises or guaranties of any particular results.

The Firm can provide communications in various modes, depending upon the Ad Hoc Committee's requirements. These may be accessed from mail accounts on the Internet and other electronic networks. These communication services are used with the Ad Hoc Committee's understanding that while the Firm will use appropriate measures to protect client confidentiality, they may be subject to security risks. Absent special arrangements, we do not employ encryption technologies in our electronic communications. Should the Ad Hoc Committee not wish the Firm to use one or more of the communication methods described above, please advise us of such in writing. We will use reasonable efforts to use the communication services the Ad Hoc Committee specifies.





## **Confidentiality**

### **A. Confidentiality and Disclosure**

We owe a duty of confidentiality to all our clients and we will protect the Ad Hoc Committee's confidential information accordingly. Similarly, we are not required to disclose to the Ad Hoc Committee, or use on the Ad Hoc Committee's behalf, any confidential documents or information in our possession.

### **B. Disclosure to Certain Third Parties**

Each member of the Ad Hoc Committee agrees that we may, when required by our insurers, auditors, or other advisers, provide details to them of any matter or matters on which we have represented the Ad Hoc Committee.

### **C. Data Protection**

This paragraph, and Annex 1, are added pursuant to our obligations under EU data privacy law. If you are a non-EU citizen or resident based outside of the EU, EU data privacy law will apply to the extent that Brown Rudnick processes any personal data provided by you or on your behalf in the context of its EU establishment.

In this paragraph, the terms "**data controller**", "**personal data**", "**data processor**", "**data subject**", and "**process(ing)**" will have the meanings ascribed to them in the EU General Data Protection Regulation ("**GDPR**") and/or with any applicable national laws implementing or replacing the GDPR (together, "**Data Protection Law**").

Brown Rudnick, whether acting as a data controller of personal data relating to your partners, directors, officers or employees, or as a data processor in processing personal data on your behalf and in accordance with your instructions, will comply with the GDPR and/or with any applicable national laws implementing or replacing the GDPR. Please see the Privacy Notice set out in Annex 1, which provides further information in respect of when Brown Rudnick is acting as a data controller, including what personal data we collect, why and where we process it, the legal

bases for our processing, and the rights of the data subjects to which the personal data relates.

You hereby confirm that you, acting as our agent in respect of data subjects who are your directors, officers, employees, agents or other contacts, have no reason to believe that you have not complied with all of your obligations under Data Protection Law (to the extent applicable) in respect of your collection and use of such subjects' data and your provision of it to us, in each case as necessary for us to provide you with our services.

To the extent we are acting as a data processor in processing personal data on your behalf we agree, whenever the GDPR applies, to:

- (a) act only on documented instructions from you in respect of any personal data processed by us;
- (b) have appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental or unlawful loss or destruction of, alteration or unauthorized disclosure of or access or damage to, personal data held or processed by it, appropriate to the harm that might result from such accidental, unauthorized or unlawful processing or loss, destruction or damage to personal data and the nature of the personal data;
- (c) ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services as well as the ability to restore the availability and access to personal data in a prompt manner in the event of a physical or technical incident as required under Data Protection Law;
- (d) not engage another processor without your prior written consent, and where another processor is engaged (a "**Sub-Processor**") we shall:
  - (i) ensure that the Sub-Processor complies with the obligations set out in this paragraph and Data Protection Law;



- (ii) in the case of a general consent from you for use of Sub-Processors, inform you of any changes concerning the addition or replacement of Sub-Processors to which you have the right to object; and
- (iii) remain liable for any act or omission of any Sub-Processor in respect of its obligations arising from its processing of the personal data;
- (e) assist you to comply with your obligations under Data Protection Law, including in relation to the security of personal data;
- (f) assist you, at your cost, to respond to requests by data subjects to exercise their rights under Data Protection Law in respect of our engagement, including taking any action required by you to comply with such requests and immediately notifying you of any such requests received by us or any Sub-Processor without responding to such requests or enquiries unless expressly otherwise instructed by you;
- (g) take all necessary steps to ensure the reliability of any of our staff who have access to personal data processed under this agreement and ensure that they are subject to appropriate obligations of confidentiality;
- (h) allow you to audit as and when necessary, in accordance with the Data Protection Law, the technical and organizational measures in place to ensure compliance with the Data Protection Law and to make available to you all information necessary to demonstrate such compliance;
- (i) inform you where in our opinion any of your instructions will result in a breach of Data Protection Law;
- (j) if required by you, delete or return all personal data in our possession or control to the extent technically feasible save as required by any applicable law; and

- (k) notify you without undue delay if we become aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data relating to you, and provide all information regarding such breach that you specifically request or which may reasonably be expected to be required or appropriate in order for you to comply with your legal obligations under the Data Protection Law.

### **Document Retention**

At the Ad Hoc Committee's request, we will return to the Law Firms, their original hard copy documents and property (the Ad Hoc Committee's "**client file**"), except as set forth herein. Subject to applicable rules of ethics by which we are bound, we may condition delivery of the Ad Hoc Committee's client file upon our receipt of payment for outstanding fees and other charges, and such client file will be subject to any lien permissible under applicable rules of professional responsibility. We may provide the Ad Hoc Committee's client file in original format or an electronic format on a CD, DVD, or other medium. Should the Ad Hoc Committee decide not to request or accept any portion of the Ad Hoc Committee's client file at the conclusion or termination of our representation of the Ad Hoc Committee, each member of the Ad Hoc Committee authorizes us to destroy such portion of the Ad Hoc Committee's client file at our discretion and without further notice to any member of the Ad Hoc Committee, subject to any applicable ethics rules by which we are bound.

Each member of the Ad Hoc Committee agrees that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases and other attorney work product shall be and remain the property of the Firm and shall not, except in our sole and absolute discretion or as otherwise required by the ethical rules by which we are bound, be considered part of the Ad Hoc Committee's client file.

The Firm retains the right to make copies of the Ad Hoc Committee's client file, at our expense, for our own information and retention purposes.



### **Anti-Money Laundering Laws**

Numerous countries have enacted Anti-Money Laundering (“AML”) laws. If the Firm's lawyers are engaged to assist the Ad Hoc Committee in matters within the scope of our engagement that become subject to AML requirements, it will be necessary to comply with the applicable AML laws. In connection therewith, we or our lawyers may be required to obtain additional, specific evidence of identity from each member of the Ad Hoc Committee.

### **Dispute Resolution**

#### **A. Resolving Problems and Disputes**

If the Ad Hoc Committee has any complaints or concerns about our work for the Ad Hoc Committee, please raise these in the first instance with the lawyer responsible for the Ad Hoc Committee's engagement or with the Firm's Chief Executive Officer (William R. Baldiga: 617-856-8568) or Chief Legal Officer (Joel S. Miliband: 949-440-0227). We will investigate the Ad Hoc Committee's complaint promptly and carefully and do what we reasonably can to resolve the difficulties to the Ad Hoc Committee's satisfaction.

#### **B. General**

Except as provided herein, should any dispute arise in connection with our representation of the Ad Hoc Committee or in connection with any other matter arising under this Engagement Agreement, the Ad Hoc Committee and we both agree to seek to resolve the dispute amicably, including, if appropriate, utilization of mediation or other methods of alternative dispute resolution. If the dispute cannot be resolved amicably, the Ad Hoc Committee and we both agree that any action or proceeding relating to or arising out of the dispute will be exclusively brought in a state or federal court located in the Specified State and the Ad Hoc Committee and we each agree that any such court has, and may exercise, personal jurisdiction over each member of the Ad Hoc Committee and us in any such action. You agree that in any proceeding in which an order or judgment is entered in our favor, you are responsible for payment of our reasonable attorneys'

fees relating to such matter, including, without limitation, the reasonable fees of attorneys employed at the Firm as well as any outside counsel.

#### **C. New York Fee Dispute Process**

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to the Ad Hoc Committee takes place in New York, the Ad Hoc Committee may have an option to invoke arbitration should a fee dispute arise between the Ad Hoc Committee and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to \$50,000, the Ad Hoc Committee may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both the Ad Hoc Committee and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between the Ad Hoc Committee and us, we shall furnish the Ad Hoc Committee with further details concerning the procedures and effects of arbitration and mediation, so that the Ad Hoc Committee can make an informed decision as to how to proceed in the circumstances.

#### **D. California Dispute Process**

If any of our California licensed lawyers work on this matter, or if any member of the Ad Hoc Committee is a California resident, such member of the Ad Hoc Committee may have a right to invoke arbitration should a fee dispute arise between such member of the Ad Hoc Committee and us during or at the conclusion of this engagement, under the California Mandatory Fee Arbitration Program (Business & Professions Code §§ 6200 et seq.).



**Limitation of Representation; Client Responsibilities**

The Firm has no obligation to provide legal services until the Firm is satisfied that each member of the Ad Hoc Committee has accepted the Engagement Agreement and paid any initial retainer called for in the Engagement Letter.

Except as expressly agreed to in the Engagement Letter, our representation of the Ad Hoc Committee in any litigation matter will be limited to the final disposition of the matter described therein, whether by trial, judgment, settlement, or other final disposition, by the court, agency, or other administrative body where it is initially pending and shall not include any appeals therefrom to any other court, agency, or administrative body. Should we agree to represent the Ad Hoc Committee in an appeal, the terms and conditions of that representation shall be set forth in a separate Engagement Agreement.

Our services will not include advice on tax related issues or the tax implications of any transaction or course of action unless (and then only to the extent that) this is expressly agreed at the commencement, or during the course, of a matter.

**Publicity**

We are often asked to provide examples of our relevant experience in certain fields of work, for use, for example, in the Firm's publicity material. Unless the Ad Hoc Committee advises us to the contrary, we will assume that we can refer to the fact that we act for the Ad Hoc Committee, and may describe in general terms the nature of the work. In the event that we wish to publicize any further details, we would first seek the Ad Hoc Committee's express authority to do so.

**Severance of Terms**

If all or any part of the Engagement Agreement is or becomes illegal, invalid, or unenforceable in any respect, the remainder will remain valid and enforceable.

**No Third Party Rights**

No provision of the Engagement Agreement is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of the Engagement Agreement.

**Integration Clause; Inconsistencies**

This Engagement Agreement supersedes any earlier terms of business we may have agreed with the Ad Hoc Committee or any of its members regarding the services to be provided in this matter and, in the absence of express agreement to the contrary, will apply to the services referred to in any Engagement Letter accompanying these Terms and all subsequent legal services we provide to the Ad Hoc Committee. In the event of any inconsistency between these Terms and the Engagement Letter, the Engagement Letter shall prevail.

Each member of the Ad Hoc Committee acknowledges that the terms of this Engagement Agreement govern the relationship between the Firm and the Ad Hoc Committee, and the responsibilities of the members of the Ad Hoc Committee in respect thereof, notwithstanding any terms of any outside counsel guidelines or the like that any member of the Ad Hoc Committee may have sent or send to us from time to time, except to the extent that we may otherwise expressly agree in writing. To the extent that we agree to the applicability of any such guidelines, and the terms of such guidelines and the Engagement Agreement materially conflict, the Engagement Agreement shall control, except to the extent that we may otherwise expressly agree in writing.

**Existing and Future Conflicts Waiver**

Our ability to represent any and all of our clients is governed by what are commonly called Rules of Professional Conduct, which include but are not limited to rules regarding conflicts of interest between multiple clients of an attorney or law firm and their existing and former clients (collectively, "**the Conflicts Rules**").



Each member of the Ad Hoc Committee agrees that the Firm has been engaged in this matter as legal counsel to the Ad Hoc Committee as a whole, and not individually by you or any other individual member thereof. You also understand and agree that the Firm therefore will not be prevented due to any Conflicts Rules from providing legal or non-legal services to such other clients in matters that might be directly adverse to you or any other member of the Ad Hoc Committee or your respective interests (other than in connection with the interests of the Ad Hoc Committee as a whole as they relate to the Company).

The Ad Hoc Committee's acceptance of the Engagement Agreement indicates to us that the Ad Hoc Committee and its members find the consents, waivers, and conditions described below to be acceptable and agree that our representing the Ad Hoc Committee in these matters will not prevent or disqualify us from representing clients adverse to the Ad Hoc Committee in other matters and that the Ad Hoc Committee consents in advance to our undertaking such adverse representations.

With respect to the Ad Hoc Committee as a whole (as contrasted with any individual member of the Ad Hoc Committee, individually, as to which the paragraph immediately above shall govern), the Firm agrees that it will not represent another client in a matter that is entirely factually and legally related to the matters on which we represent the Ad Hoc Committee in connection with the Company (the "**Matters**") and that the Firm will not at any time, disclose or use adversely to the Ad Hoc Committee any confidential Client information we obtain in the course of representing the Ad Hoc Committee in the Matters.

Outside of these limitations, the Firm hereby seeks a waiver that will allow it to remain free to represent other clients adverse to the Ad Hoc Committee. In other words, we may represent other clients in negotiations, business transactions, trading claims, trading debt, trading equity interests, trading securities and trading other types of rights and obligations, litigation (unless the Ad Hoc Committee as a whole is named as a party in a litigation in which we represent another client that

is suing the Ad Hoc Committee as a whole in such litigation), alternative dispute resolution, administrative proceedings, interpleader proceedings, bankruptcy and other insolvency proceedings, and discovery and discovery disputes, including, without limitation, subpoenas, document requests, and depositions, class actions (unless the Ad Hoc Committee as a whole is named as a party in a class action in which we represent another client that is suing the Ad Hoc Committee as a whole ), or other legal matters even if those matters are adverse to the Ad Hoc Committee as a whole or if those clients are competitors, including, without limitation, with respect to advice relating to intellectual property strategy, due diligence, licensing and development agreements, joint ventures, and intellectual property protection matters, including, without limitation, trademarks, patents, and copyrights. Further, if the Ad Hoc Committee is or becomes adverse to another client of the Firm in any matter, whether or not we represent the Ad Hoc Committee in such matter, the Firm will also remain free to represent the Firm's other client in other matters, without regard to whether the matter in which the Ad Hoc Committee is adverse to the Firm's other client involves negotiations, business transactions, trading claims, trading debt, trading equity interests, trading securities and trading other types of rights and obligations, litigation, alternative dispute resolution, administrative proceedings, interpleader proceedings, bankruptcy and other insolvency proceedings, discovery and discovery disputes, subpoenas, document requests, depositions, class actions, or other legal matters.

The Firm represents other clients to whom the Firm does not provide legal services, such as its government relations clients, and the Conflicts Rules do not apply to such services. The Ad Hoc Committee understands and agree that the Firm may provide non-legal services to such other clients in matters that might be directly adverse to the Ad Hoc Committee's interests.

Although unlikely, it may be necessary in the course of our representation of the Ad Hoc Committee for our lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's general counsel or other lawyers in



doing so. To the extent we are addressing our duties, obligations or responsibilities to the Ad Hoc Committee in those consultations, it is possible that a conflict of interest might be deemed to exist as between our lawyers or the Firm and the Ad Hoc Committee. As a condition of this engagement, the Ad Hoc Committee consents to any conflict of interest that might be deemed to arise out of any such consultations. The Ad Hoc Committee further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that the Ad Hoc Committee will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect our obligation to keep the Ad Hoc Committee informed of material developments in our representation of the Ad Hoc Committee, including any conclusions arising out of such consultations to the extent that they affect the Ad Hoc Committee's interests.

We have conducted a search of our Firm's conflicts database. We have disclosed to the Ad Hoc Committee any ethical conflicts of interest that existed at such time, as defined by the applicable rules of professional conduct, other than those to which the Ad Hoc Committee has consented herein. The Ad Hoc Committee agrees that such disclosed conflicts, if any, have been resolved to its satisfaction.

Subject to any applicable Conflicts Rules, the terms of this waiver and consent shall last indefinitely.

As the members of the Ad Hoc Committee know, you have had the opportunity to discuss this conflicts waiver and its potential implications with us by phone or in person, and we strongly urge the members of the Ad Hoc Committee not to accept this Engagement Agreement if any of them have any unanswered or unaddressed reservations or concerns. Any time a client makes a decision to waive future conflicts of interest, there are questions it should address, including:

- Is there a material risk of adverse disclosure or use of confidential client information?

- Is there a material risk that the law firm will be less zealous or eager when representing the client in the applicable matter because of other adverse representation?
- Is the client ready, willing, and able to live by its commitments in the future?

As to the first two questions, we believe that any risk to the Ad Hoc Committee is minimal to nonexistent in light of the protections and limitations contained in this Engagement Agreement. As to the final question, that is necessarily the Ad Hoc Committee's choice and not ours.

Each member of the Ad Hoc Committee has advised us that this waiver will be treated as an express exception to any of such member's general policies against granting waivers of conflicts of interest, provided that it is limited to the terms described in this Engagement Agreement for our representation of the Ad Hoc Committee in connection with the Matters, and that such member has obtained any requisite internal approvals for this exception.





<b>BROWN RUDNICK LLP</b> <i>Schedule of Disbursement Charges</i>	
<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Photocopying or Laser Printing or Scanned Copies Oversized/Color Copies or Color Laser Printing	30¢ per page \$1.80 per page
Telecopy	\$2.00 per page
Binding	\$3.00 11¢ per tab 20¢ per pocket
Courier Services	\$30.00 minimum
Legal Analyst Services	\$90.00 per hour
Electronic Discovery and Document Maintenance Database Charges	\$30 per user per month for Viewpoint license and \$7 per GB per month for storage of data.
Imaging Costs	<u>Electronic Binder:</u> Document Indexing \$1.75 per bookmark Oversized Documents \$1.80 per document Master CD \$60.00 Additional Copies \$30.00 each  <u>Summation:</u> Single TIF imaging 11¢ each Single TIF OCR 3¢ each TIF to PDF conversion 5¢ each
Mileage Allowances	58¢ per mile
Outgoing Long Distance Telephone	34¢ per minute
Lexis/Westlaw or other document retrieval	Usage Charge as assessed by Service Provider <sup>1</sup>
Messenger Services	\$20 minimum
Postage	Actual Cost
Taxi Services	Actual Cost
Supplies	Actual Cost
Food Services	Actual Cost
Travel Expenses	Actual Cost
News Watch Services	<u>News Watch email alerts:</u> Weekly @ \$50 per week; Daily @ \$45 per day
Accuroute Scan	30¢ per page
Docketing System Charges	Actual Cost
Third-Party Electronic Document Maintenance Charges	\$75 per user per month for Case Notebook license and \$30 per GB per month for storage of data. \$75 per user per month for CaseLogistix license and \$30 per GB per month for storage of data.

<sup>1</sup> Brown Rudnick may benefit from a different, bulk pricing formula.



## ANNEX 1

### ENGAGEMENT LETTER PRIVACY NOTICE

In this privacy notice, the terms “**personal data**”, “**data subject**”, “**data controller**” and “**processing**” shall have the meanings ascribed to them in the General Data Protection Regulation (EU/2016/679) (“**GDPR**”) and in any applicable national legislation implementing or replacing the GDPR (together “**Data Protection Law**”).

This privacy notice applies to:

- Brown Rudnick LLP, a limited liability partnership organized in the Commonwealth of Massachusetts, USA and with its principal office at One Financial Center, Boston, MA 02111, and
- Brown Rudnick LLP, a limited liability partnership registered in England and Wales with company number OC300611 and its registered office at 8 Clifford Street, London W1S 2LQ,

together, referred to in this privacy notice as “**Brown Rudnick**”, the “**Firm**”, “**we**”, “**us**” and “**our**”. Our UK entity is registered with the UK Information Commissioner's Office (“**ICO**”) with number ZA073920.

This privacy notice applies to the extent that Brown Rudnick collects and/or processes personal data in the capacity of a data controller. Any updates to this privacy notice will be notified to you. This engagement letter privacy notice is in addition to our website privacy notice at [www.brownrudnick.com/privacy-policy](http://www.brownrudnick.com/privacy-policy), which applies to the extent that you interact with our website at [www.brownrudnick.com](http://www.brownrudnick.com).

#### 1. What personal information we collect

In the course of entering into the arrangements documented in this letter and in supplying legal services to you, Brown Rudnick will collect and process personal data. The following personal data may be collected in respect of you, your partners, directors, officers and employees (as applicable if you are an incorporated entity), and also your agents and other data subjects connected with you:

- Identity information, such as name, title, place and date of birth, gender, nationality, organization name and position, and information from photographic identity documents such as driving license or passport information.
- Contact data, such as address and email and personal and business telephone details.



- Financial and/or employment information including business activities and source of funds. If you ask us to provide you with specific legal services, we may also ask you for further information relating to your employment.
- Details in respect of political exposure or any actual or alleged criminal convictions.
- Expressions of opinion, including in relation to the performance and other attributes of a data subject.
- Marketing and communications data, including preferences in receiving marketing and other communications from us.

We will process this data in accordance with this privacy notice, and with Data Protection Law. Other than as listed above, we do not usually collect 'special categories' of personal data from our clients, although we may do so if necessary to provide legal services to you, or if otherwise required by law. ('Special categories' of data include details about race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, and health information.)

## **2. How we collect personal data**

You may provide us with personal data including identity and contact information, marketing and communications preferences, and financial data when you:

- join us as a client and undergo our 'know your client' and anti-money laundering process;
- correspond with us;
- provide us with access to your (or your organization's) corporate and financial records; or
- subscribe to our newsletters and updates.
- We may also obtain or verify information from public sources (such as Companies House) and/or third party search agencies for anti-money laundering and audit purposes. Information obtained from third parties may include your name (and other family names), address, any directorships you hold, political exposure, and any alleged or actual criminal offences.

## **3. How we use personal data**

We process personal data:

- where it is necessary to provide our services to you in accordance with the terms of engagement to which this privacy notice is annexed;
- in order to comply with our legal obligations (for example, to comply with anti-money laundering legislation and regulatory investigations);
- where the data subject has given his or her consent to the processing; and/or



- for our legitimate interests or those of any third party recipient of the personal data (for example, to enable to administer and manage our operations).

We will only retain this data for as long as is necessary to fulfill the purposes for which it was collected or to comply with legal, regulatory or internal policy requirements.

#### **4. How we share your personal data**

We will only disclose your personal data where we are required to do so to comply with our legal or regulatory obligations; where we need to do so for business management or administration purposes; or because you have asked us to. This is likely to include:

- within the Firm;
- to third parties who process your personal data on our behalf (such as IT systems providers and other service providers);
- to third parties who process your personal data on their own behalf but in connection with a service provided to us or you on our behalf (such as accountants, consultants, barristers and other providers of professional services, and in the case of disputes, with the Court or alternative dispute resolution providers);
- to companies providing services for money laundering checks and other fraud and crime prevention services;
- in the case of a business reorganization or restructuring, or our assignment or novation of our obligations; and/or
- to any government, regulatory agency, enforcement or exchange body or court where we are required to do so by applicable law or regulation.

#### **5. International transfers of personal data**

Brown Rudnick is an international law firm. Our provision of legal services to you will entail our transferring personal data outside of the European Economic Area.

When we transfer your data outside of the EEA to a country which the European Commission does not deem to have adequate data privacy laws, we will ensure that such transfer(s) are in accordance with applicable data privacy laws. In respect of transfers within the Firm, we have executed a data transfer agreement giving effect to the Model Clauses pursuant to Commission decision 2004/915/EC.

In respect of transfers outside of the firm, we either implement the Model Clauses pursuant to Commission decision 2004/915/EC or 2010/87/EU (as appropriate) with the recipient of your



personal data; and/or ensure that the recipient of your data is registered with the EU-US Privacy Shield.

You can obtain further information in this respect (including a copy of the Model Clauses) by contacting us.

## **6. How we protect your personal data**

We are committed to safeguarding and protecting personal data and maintain appropriate technical and organizational measures to protect any personal data provided to us from accidental or unlawful destruction, loss, alteration, or unauthorized disclosure. We also have in place safeguards including data encryption in motion and at rest, data access and security monitoring, and 24/7 network security monitoring for breaches or anomalous behavior to ensure the security of your data.

## **7. Data subject rights**

Under Data Protection Law, data subjects have a number of rights with regard to their personal data. They have the right to request from us access to and rectification or erasure of their personal data, the right to restrict or object to processing, as well as in certain circumstances the right to data portability.

If a data subject has provided consent for the processing of their data, he or she has the right (in certain circumstances) to withdraw that consent at any time.

Any data subject wishing to exercise any of the above rights should email us at: [gdprcommunications@brownrudnick.com](mailto:gdprcommunications@brownrudnick.com).

We endeavor to respond to such requests within a month or less, although we reserve the right to extend this period for complex requests. We also reserve the right to charge you a reasonable administrative fee for any manifestly unfounded or excessive requests concerning access to personal data, and for any additional copies of the personal data requested from us.

## **8. Lodging a complaint with the regulator**

Any data subject may lodge a complaint with our data protection regulator if they consider that we have breached their data protection rights. Our data protection regulator is the Information Commissioner's Office, which can be contacted at:



Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom.

Telephone: 0303 123 1113 (local rate) or (+44) 1625 545 745 (national rate)

Fax: 01625 524 510

Email: [enquiries@ico.org.uk](mailto:enquiries@ico.org.uk)

We would, however, be grateful if you would contact us in the first instance so we can endeavor to deal with your concerns direct.

## **9. Contacting us**

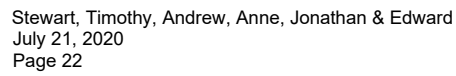
If you have any queries about this privacy notice, or about how your personal data (or personal data provided by you) is processed, please contact us using the details set out below:

Data Protection Officer at [gdprcommunications@brownrudnick.com](mailto:gdprcommunications@brownrudnick.com) or you can write to these individuals at the addresses set out below:

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## Members of Ad Hoc Committee

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