

BUTLER | SNOW

July 15, 2026

VIA EMAIL: countymanager@pikecoga.gov

Pike County, Georgia
Attention: Rob Morton, County Manager
PO Box 377
Zebulon, Georgia 30295-0377

Re: Engagement of Butler Snow LLP

Dear Mr. Morton:

We are pleased that you have chosen to engage Butler Snow LLP (“**Butler Snow**” or the “**Firm**”) to provide legal services to Pike County, Georgia (the “**Client**” or “**County**”). The purpose of this letter is to confirm our engagement as counsel and to set forth the terms of Butler Snow’s engagement. This letter and the enclosed Terms of Engagement of Butler Snow LLP shall constitute that agreement.

Client and Scope of Engagement. You have retained Butler Snow to assist you with renewing the County’s current 1% special purpose local option sales tax (“**SPLOST**”). Our work will include preparing the documents necessary to call the March 16, 2027, referendum for renewal of the SPLOST, advising the County regarding applicable legal requirements, and coordinating with County officials and election officials as necessary in connection with the referendum. Any services outside the scope of this engagement will be undertaken only upon mutual written agreement.

In the event a matter occurs outside the scope of this engagement agreement, the Client and the Firm shall negotiate a fee in good faith.

Communication. We will keep you regularly and currently informed of the status of the engagement and will consult with you whenever appropriate. Copies of all correspondence and final documents generated by us will be sent to you. I will serve as your primary contact for any matters regarding our representation.

A rate is determined for each of our lawyers, paralegals, and legal assistants on the basis of that person’s seniority, experience or area of practice, and the geographic location of the office in which that person works. My current hourly rate is \$690. Other attorneys, paralegals, and other non-lawyer personnel in the Firm may also assist when their participation is needed to render the most effective and cost-efficient representation. The time they spend will be billed at their hourly rate in effect at the time the work is performed. Our rates are subject to periodic review and prospective change, and we will reflect any changes in our regular fee billings.

The enclosed Terms of Engagement will govern and control our engagement relationship and are incorporated in this letter by reference. Please review these Terms of Engagement with

T 478.238.1350
F 478.238.1351
www.butlersnow.com

Suite 1225
577 Mulberry Street
Macon, Georgia 31201

BUTLER SNOW LLP

Pike County, Georgia

June 24, 2026

Page 2

care and let me know if you have any questions. If you have any objections to any of these terms, please inform me immediately in writing. Unless you inform us otherwise in writing, we will proceed with this representation with the understanding that you have accepted the terms and conditions of the representation set forth herein.

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in the Firm with whom you are working.

Again, thank you for selecting Butler Snow as your counsel, and we very much look forward to working with you on this matter.

Very truly yours,

BUTLER SNOW LLP

A handwritten signature in blue ink that reads "Butler Snow LLP".

BCS/dd

Enclosure

AGREED TO AND ACCEPTED BY:

PIKE COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

TERMS OF ENGAGEMENT OF BUTLER SNOW LLP

Except as modified in writing, the provisions set forth below in these Terms of Engagement shall apply to the relationship between Butler Snow LLP, a Delaware limited liability partnership (“**Butler Snow**,” the “**Firm**” or “**we**”), and Client (collectively “**you**”, “**your**” or “**Client**”), as identified in the accompanying engagement letter. These Terms of Engagement and the accompanying engagement letter are collectively referred to herein as the “**Agreement**.”

1. Billing and Payment. It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved.

Fees and expenses are normally rendered on a monthly basis and are due and payable in full upon receipt unless other arrangements are agreed to in advance.

For public finance and certain real estate matters, the Firm customarily does not submit any statement until the closing unless there is a substantial delay in completing the transaction.

We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges may be delayed, in which case late-posted items will be billed on the next regular statement.

We expect prompt payment, and our experience indicates that prompt billing and prompt payment enhance the working relationship. We reserve the right to (a) postpone or defer providing additional services or to terminate our representation if billed amounts are not paid when due, and (b) charge a late fee at the legal rate of interest on all sums that are not paid within 30 days of delivery of our statement. Any late charges assessed will be added to your statements. You agree that you will promptly review our statements and raise any questions regarding the

amounts and items billed within 30 days of delivery. If you object to only a portion of the charges on a statement, then you agree to pay the remainder of the charges, which partial payment will not constitute a waiver of your objection. In certain matters, we recognize that the timing of the payment may be subject to court approval or consent.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill (“**unapplied payments**”) will be deposited into the Firm’s operating account upon receipt and posted as unapplied cash to the client’s account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

2. Professional Fees. The Firm will bill you for the services we provide based on the time expended by our personnel, including attorneys, advisors, paralegals, patent agents, and, in certain instances, information technology employees. We record time in increments of tenths (0.1) of an hour. The hourly billing rates of our personnel vary, depending generally upon the experience and capabilities of the attorney, paralegal, or other professional involved, and we adjust these rates from time to time. The Firm typically adjusts its hourly rates on an annual basis, with the new rates becoming effective on January 1. Unless otherwise agreed in writing, or where a statute or court establishes the amount of the fee, we will charge you for services at the hourly rates in effect at the time of the performance of the services.

3. Charges and Ancillary Services. Our statements to our clients are normally rendered on a monthly basis and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reporters, and travel) and internal expenses. These charges will be posted to our monthly statements as disbursements when the Firm incurs the cost, and we may defer payment of the cost until after we have received payment from you of our statement. Under certain circumstances, we may ask you to advance anticipated costs or to pay outside vendors directly for their services. Our charges for

these costs and ancillary services are subject to change from time to time. The internal charges will be billed in the following way:

3.1 Reprographics Costs. The Firm charges \$0.15 per page for black and white images (including copies, prints and scans) and \$0.30 per page for color images. Oversize documents (in excess of 11x17) are \$1.00 per page for black and white images and \$4.00 per page for color images. Bates labeling is \$0.03 per page for electronic and \$0.15 per page for manual. Electric data manipulation for reproduction is \$75.00 per hour. Binders are actual cost of the binders plus \$1.00 per comb. When required by size or time constraints of the specific project, reprographics services may be provided by outside vendors and will be charged to clients.

3.2 Data/Audio/Visual Duplication & Reproduction. CD/DVD: \$12.00 for each disc. Portable Media Devices are priced per data storage size.

3.3 Wire Transfers. Outgoing: International is \$50.00 per wire and Domestic is \$25.00 per wire.

3.4 Electronic Retrieval of Court Documents. \$0.40 per document.

3.5 Legal Research. The Firm uses several databases to conduct computer-assisted research. The Firm contracts for the majority of those database services in bulk and for several years in advance. The Firm bills clients at a discount from the vendors' regular rates to third parties where applicable. No charge for basic research. \$50.00 per search for public records, special treatises, briefs, motions, trial court documents, and expert directory databases. Specialized research at actual cost with prior Client approval.

3.6 Overnight and Local Deliveries. Deliveries 0-25 miles one way: \$30.00; over 25 miles one way: \$10.00/hour plus mileage; Service of Subpoenas/Summons: \$35.00 plus delivery. Current standard mileage rate as allowed by the IRS. Overnight package delivery is charged at actual cost per package.

3.7 Postage. Postage charged at actual cost.

3.8 Fax and Long-Distance Phone. \$0.50 per page. Non-domestic and conference calls charged at actual cost.

3.9 Closed File Storage. Upon completion of the representation, we do not charge for the storage of files associated with the representation, except in extraordinary circumstances and only after consultation with you and your agreement. We may, in our discretion, choose to store files electronically rather than by hardcopy. A different policy applies to voluminous electronic data and ancillary electronic files hosted by the Firm, as set forth in Paragraph 3.15.

3.10 Office Supplies. We do not charge for routine quantities of office supplies. You will be charged for substantial and unusual orders of office supplies required for a particular matter. For example, if a litigation (or other) matter requires a large number of notebooks or binders for organizing documents, the cost of such supplies will be charged to you.

3.11 Travel and Subsistence. Travel and subsistence costs include transportation, meals, lodging, and other related expenses. We will bill you for all travel and subsistence costs at our cost, including passing along any direct discount offered by airline carriers, incurred in connection with our representation of you. From time to time additional travel benefits from certain carriers based on volume are received by the Firm; all such benefits are retained by the Firm. If you wish to provide us with written policies or instructions regarding travel expenses or airline use, the Firm will discuss those policies or instructions with you.

3.12 Conference Center and Catering. Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.

3.13 Experts and Consultants. If we engage third party experts, consultants, or other professionals on your behalf, you may be expected to sign the engagement letter with that professional and to be responsible for payment directly of all fees, costs,

and expenses of the professional. We will not assume or accept responsibility for paying any expert, consultant, or other professional engaged on your behalf. The invoices of such professionals will be sent to you for payment.

3.14 Other Costs and Third-Party Vendors. Other costs that we incur for your benefit (such as witness or subpoena fees and filing fees) will be billed at our cost. The services provided to you may involve services provided by third parties outside the Firm, such as court reporters, process servers, searching services, title insurance companies, and third-party storage/hosting of electronic data. You are required to pay for these outside services directly, or to reimburse us if we make payment for these services on your behalf.

3.15 Litigation Support Services. Data Room: \$750.00/room; Data Processing: \$100.00/GB per occurrence; Data Storage: \$10.00/GB per month; Document Review & Hosting: \$25.00/GB per month; Review User License Fees: \$80.00/user per month; Minimum Monthly Fee: \$150.00.

4. Retainer Payments. The Firm may have required a retainer or advance payment before working on this matter. Unless otherwise agreed in writing, all retainer amounts shall be held by us until completion of the representation and applied by the Firm to its final statement for the representation; provided, however, that, if any statement remains outstanding and unpaid in whole or in part for more than 60 days, we shall be entitled to apply the retainer amount to pay that invoice and to require that you replenish the retainer amount by making another advance payment to the Firm within 20 days of our request. Your failure to replenish the retainer amount within that time period will give us the right to terminate our representation of you.

The amount of any retainer or advance payment does not in any way represent an estimate of the total charges that may be incurred. We reserve the right, as a condition to providing further services, to require a retainer payment if none has previously been provided and/or an increase in any retainer or advance payment. When our representation ends, we will refund to you any portion of any advance

payment that has not been used by services rendered or payment to third parties made or incurred.

For litigation matters, preparing for and conducting a trial or a hearing is often time- consuming and expensive. Thus, if the matter appears headed for trial or an evidentiary hearing, we may require a retainer payment (or an increase in an existing retainer amount) before our commencement of preparation for the trial or hearing. We will determine the amount of the retainer payment once the trial or hearing appears likely and as soon as possible before the date the matter is set for trial or hearing, based in part upon an estimate of the magnitude of service and expenditures included. If you fail to provide us this retainer payment for a trial or hearing within 15 days after our request, we have the right to terminate our representation of you in accordance with the applicable ethical rules.

5. Trust Account. If we receive funds belonging to you, including retainer payments, that, in our judgment, are large enough to earn a material amount of interest, we will discuss investment options with you. If in our judgment the funds are not large enough or are not to be held long enough to earn material interest, we will place these funds in a pooled trust account, pursuant to local rules, the interest on which is payable to a charitable organization to be used for providing civil legal assistance to low income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Supreme Court.

6. Estimates Not Binding and No Guarantee of Outcome. No law firm or attorneys, including our Firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our Firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not, and we cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide clients with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be

incurred on a particular project, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the project and the extent to which a client may request us to perform services may vary substantially during the course of such representation. As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the Firm has made no promises about any outcome, and that any opinion offered, or estimated budget provided by the Firm or any of its attorneys will not constitute a guaranty.

7. Cooperation and Communication. To assist effective and efficient pursuit of this engagement, we are looking to you to provide us with the factual information, documents, and other materials you have concerning the engagement, and to keep us informed in that regard if and as you learn and receive more. We also look to you to keep us advised as to your expectations and any concerns you may have regarding our services during the engagement. We wish for and encourage candid and frequent communication between us. We will keep you informed of developments regarding the engagement and will consult with you as we endeavor to assure the timely and appropriate performance and completion of our services. We encourage you to be actively involved in the strategy and tactical management of this engagement. With the forgoing in mind, you have assured us that you are disclosing and will disclose, fully and accurately, what you know and learn that may be pertinent to our services, and that you will cooperate fully with us and to make yourself and others available as needed to assist us.

8. Termination of Representation. We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event the Client becomes dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage the Client to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us.

8.1 Termination by You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or that are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to execute and return promptly to us a substitution of attorney or such other document as may be necessary to effect the withdrawal of our appearance on your behalf. Once you give us notice of termination under this subparagraph, we shall have no obligation to provide any further service, including taking any further action on your behalf in any judicial, administrative, or other proceeding.

8.2 Termination by Us. We have the right to withdraw from this representation if, among other things, you fail to honor the terms of our engagement letter and these Terms of Engagement, you fail to make timely payment of any of our statements, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, and we determine that we are permitted to withdraw from the representation under the applicable ethical rules. For the avoidance of doubt and without limiting the scope of the preceding sentence, subject to the applicable ethical rules and the timing of payments that are subject to court approval or consent, we shall have the right to end our work and terminate the representation if we do not receive payment in full of any statement for services within 45 days from the date of that statement. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution and delivery of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

8.3 Date of Termination. Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our

withdrawal from our representation of you, or (c) the substantial completion of our work for you and, in any event, no later than submission of the final billing statement for such services. If no work has been performed by our attorneys on your behalf for a period of 3 consecutive months, unless we remain as counsel of record in a pending proceeding, you agree that our attorney-client relationship will have been terminated.

8.4 Duties upon Termination. Upon termination of our involvement in a particular matter for which we were engaged, we shall have no duty to inform you of any subsequent events, developments, or changes in law that may be relevant to such matter or that could affect your rights and liabilities. Unless you and the Firm agree in writing to the contrary, we shall have no obligation to monitor renewal or notice duties or similar deadlines that may arise from the matters for which we had been engaged.

9. Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that the Firm will continue to be free to represent you in a future dispute concerning such agreement.

10. Our Firm's General Counsel and Privilege. You understand that, as lawyers, we are required to follow applicable rules of professional conduct. Occasionally, issues may arise, such as conflicts of interest, that raise questions under these rules. Our Firm has specially designated lawyers who advise the Firm on these issues ("**General Counsel**," "**in-house counsel**"). When such issues arise, our lawyers are instructed by Firm policy (and authorized by the applicable rules of professional conduct) to seek the advice of these in-house counsel. We believe that it is in the client's interest, as well as in our Firm's interest, that we receive this analysis if such issues arise.

Accordingly, if we determine that it is appropriate to consult with our Firm's General Counsel and/or in-

house counsel (or, if we choose, outside counsel), you consent to our doing so, agree that the consultation will not in and of itself create a conflict of interest, and agree that our Firm's continued representation will not waive any attorney-client privilege that our Firm has with its counsel. In any such event, our Firm will observe all applicable rules of professional conduct, including the handling of your confidential information.

To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and you as to such consultation or resulting communications, particularly if a dispute were to arise between the Firm and you regarding the Firm's representation of you. As an express condition of this engagement, in such circumstances, you hereby consent to the Firm consulting with our own in-house counsel, including our General Counsel; you specifically waive any claim of conflict of interest based on such consultation or resulting communications; and you agree that such communications are protected by the Firm's own attorney-client privilege from disclosure to you or anyone else outside the Firm.

11. Conflicts of Interest. We have procedures in place to prevent our acting for clients when there is a legal conflict of interest. The conflicts of interest rules governing any instruction of Butler Snow by you will be the applicable conflicts rules in the jurisdiction(s) where the work is being undertaken and which the lawyers of Butler Snow working on such matter are subject to. If you are aware, or become aware, of a possible conflict, please immediately notify the responsible lawyer for your matter.

Occasionally a conflict of interest involving another Butler Snow client may appear after we have started acting for you on a matter. If this happens, subject to our duty of confidentiality, we will discuss the matter with you to try to resolve the conflict, but we may have to stop acting for you on that matter; and you agree that we will be free, taking account of applicable rules and law, best practices and your and any other concerned client's interests and wishes, to decide whether to act for both clients, for one, or for neither.

It is possible that during the time we are representing you, some of our present or future clients will be engaged in transactions, or encounter disputes, with you. You agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter, including litigation, that is not substantially related to our work for you even if the interests of such clients in those matters are directly adverse to you. We agree, however, that in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known by such other client, could be used in such other matter to your material disadvantage, we will, as appropriate, construct a firewall to prevent Butler Snow lawyers representing the other client in such other matter from learning that information.

You agree that you will not seek to prevent us from acting for other clients, including clients whom you may regard as competitors, on matters in which you may have an interest but have not hired us to represent you. This includes but is not limited to our acting in relation to regulatory, transactional, or corporate matters where you and/or your affiliates are involved.

12. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s) or entity(ies) identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, or any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, or any of your or their owners, investors, officers, directors, members, agents, partners, or employees (collectively, "**Related Entities**"). We generally will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to the Related Entities.

13. Electronic Communications. You acknowledge that in connection with our work on this matter, we may correspond or convey documentation via Internet email unless you expressly request otherwise and that neither you nor Butler Snow has control over the performance, reliability, availability, or security of Internet email. The Firm makes

available, at the user's discretion, encryption, or other special security devices to protect the confidentiality of email communications. We caution you that you should not communicate with us through an email system belonging to another person or entity as those communications may not be privileged. For example, communications from an individual who is being represented personally through the email system of the individual's employer may not be protected by the attorney-client privilege because a court may conclude that the individual has no reasonable expectation of confidentiality in using his or her employer's email system, particularly, which is often the case, when the employer has reserved the right to review all email communications through its system. An individual client should use a personal email system or account in communicating with us.

14. Document Retention and Destruction. Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the Firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are always maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain Firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying, and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or

documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

15. HIPAA. Client is *not* a Covered Entity, or a Business Associate as defined by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules. You agree to contact us immediately if this understanding is incorrect or if this designation changes at any time during the course of the Engagement.

16. No Liability to Third Parties. Any advice or services provided by the Firm are for Client's benefit alone, are given solely for the purpose of the engagement in respect of which they are sought and are not to be used by or relied upon for other purposes or by third parties. The Firm's duty of care is to its Client alone and does not extend to third parties (including affiliates, directors, officers or other agents, or shareholders or other owners or investors) unless the Firm shall have accepted such responsibility in writing.

17. Insurance Matters. Where the scope of our representation involves or may involve a claim or potential claim against you, you may have an insurance policy that may provide all or partial coverage for the claim or potential claim. Insurers offer a wide variety of insurance products, and we urge you to consult with your insurance representative (or carrier), risk manager, or other appropriate persons about the potential for insurance coverage for any claim or potential claim. Unless you specifically request in writing our advice and provide us with a copy of the policy, we assume no obligation to advise you with respect to insurance coverage for any claim or potential claim within the scope of our representation of you. Even if requested, before we may advise you on insurance matters, we would first need to know the identity of the insurer(s) involved and check to determine whether we have a conflict of interest that may prevent us from advising you on insurance matters. In all events, your obligation to pay us under this engagement is not conditioned or contingent on any insurance coverage or payment to you by any insurer. The payment obligation to Butler Snow is yours, not any insurers.’

18. Audit Letter Issues. Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers’ Responses to Auditors’ Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA policy is clearly inapplicable.

19. Subpoena or Lawful Process. If the Firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the Firm’s representation of you, or if we must defend the confidentiality of your communications with us in any proceeding, you agree to pay us for our time, at the standard hourly rate for the particular individuals involved, and expenses, even if our representation of you has ended, in addressing and responding to any such matter.

20. Intellectual Property Matters. In providing services for intellectual property matters, particularly the prosecution of patent or trademark applications,

the Firm may assist the Client in seeking protection for those matters in countries or jurisdictions other than the United States (“**Foreign Prosecution Work**”). Client shall be responsible for the payment of all fees and costs associated with Foreign Prosecution Work, including the fees and charges of foreign associates or law firms engaged for purposes of that Work on behalf of the Client. Client agrees that we shall have no responsibility and shall not be liable for the services provided by any other law firm or any foreign associates in connection with the Foreign Prosecution Work. Butler Snow assumes no responsibility for sending reminders for, or payment of, U.S. patent maintenance fees or patent annuities in other countries.

21. Other Advisors. When we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that advisor or provider. We will not be responsible for monitoring or reviewing their work or for the quality of that work. In some cases, where attorneys working on the matter believe that a particular advisor or provider is the appropriate choice, they may recommend as an advisor or provider a person or firm by whom the Firm has been retained as counsel in other matters or by whom the Firm may have an expectation of being retained in the future.

22. Criminal Finances. We have a legal obligation not to engage in any activity, practice, or conduct that could facilitate the illegal evasion of paying US, UK, or foreign tax.

23. Anti-Bribery and Corruption. We are committed to complying with all applicable anti-bribery and corruption laws and regulations to which we are subject, including the Bribery Act 2010 and the Foreign Corrupt Practices Act. To counter non-compliance, our Firm and its staff operate under a zero- tolerance approach to bribery and corruption in line with the Firm’s policy.

24. Anti-Money Laundering. In certain jurisdictions where Butler Snow operates, we are obliged to obtain and hold satisfactory evidence of the identity of our clients and sometimes of related people to comply

with anti-money laundering (“AML”) and anti-terrorist financing legislation. We take a risk-based and proportionate approach to identifying clients for AML purposes. Sometimes we may need to: see original documents; check the information you provide; use corporate, personal, and/or confidential information to check identity through electronic data sources; and ask you for up-to-date evidence of identity. If we ask for documents or information, you must provide them promptly. If you do not, or if they are not satisfactory, we may not be able to act, or to continue to act, for you. We have a central team who handles client identification and AML legislation compliance. They will have access to your corporate, personal, and/or confidential information. We do not accept payments in cash whether for our charges or otherwise. If we are unable to satisfy ourselves as to source of funds, monies paid to us will usually be frozen and not applied to the transaction, unless and until the appropriate authorities consent. We will not make payments to anyone other than you unless this is a necessary part of the transaction, and then only if you instruct us to do so.

25. Data Protection and Marketing. We are committed to complying with our privacy obligations. Our Disclaimer and GDPR Notice at www.Butlersnow.com explains how we collect and use your personal information (including personal information that you provide to us about other persons) (together, “**Personal Information**”).

Butler Snow is responsible (i.e., it is the ‘Data Controller’) for the Personal Information it collects from you in connection with our engagement and the manner in which it will be processed to enable us to provide you with our services and comply with our obligations. For further details, please see our engagement letter or contact the lawyer responsible for your matter.

The amount of clients’ Personal Information we collect will typically be relatively limited (e.g., work details and client due diligence information). In certain circumstances, we will need to know more information about you and related persons (for example, where we are acting for an individual client in respect of personal matters). If you do not provide us with this information, or if it is not satisfactory,

we may not be able to act, or to continue to act, for you. Your Personal Information will be used primarily to provide you with legal services, but also to comply with our legal and regulatory obligations and those relevant purposes set out in our Disclaimer and GDPR Notice (including: (a) for business continuity purposes; (b) for marketing and business development purposes where appropriate; and (c) to manage complaints and claims).

Please note in particular that: (a) we are under legal and professional obligations to undertake appropriate client due diligence (which will, in certain circumstances, include collecting information about criminal and regulatory convictions and proceedings and verifying such information through electronic data sources); (b) we may monitor and record email, telephone and similar communications in certain circumstances to ensure compliance with applicable rules and law and our internal policies, and for training, quality and business continuity purposes; (c) your Personal Information will be shared on a need-to-know basis within the Firm and, under certain circumstances, to select third parties who provide services to us and/or to regulators. Some of these recipients of your information may be located in other countries (whose privacy laws may not be as comprehensive to those where you are based); and (d) unless agreed otherwise in writing, we may disclose that you are a client of ours. Once details of a matter are in the public domain (otherwise than through an unauthorized disclosure by any party), we may disclose that we acted for you and the general nature of our work. We will disclose this information mainly in pitches and marketing materials.

Subject to limited exceptions, individuals may have the right under applicable privacy laws to access and correct their Personal Information. If we have to provide information in response to a request from someone whose information we hold in connection with your current or past matters (typically referred to as a ‘Subject Access Request’), providing that information will form part of our services to you for which we will be entitled to charge a reasonable fee. We will not charge the requestor.

You also agree that you will treat personal information and confidential information that you

receive from us as confidential and in accordance with applicable data privacy laws and will use it only for the purpose for which you receive it, or as otherwise required by law.

We understand the obligations on us to take steps to help provide a secure environment and we will seek to treat Personal Information securely and in accordance with our privacy and information security policies.

26. Application to Subsequent Matters. This Agreement shall apply to our present representation of you and to any subsequent matters that we may agree to undertake on your behalf unless Client and the Firm agree in writing to a different arrangement.

27. No Waiver. No waiver of any provision(s) of this Agreement will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

28. Partial Invalidity. If any provision of this Agreement is found to be unenforceable, invalid, illegal, it shall be interpreted in such manner as to be enforceable, valid, and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

29. Counterparts; Facsimile Signatures. This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

30. Applicable Law. All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Georgia irrespective of conflicts of law principles that might otherwise apply.

31. Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the parties. This Agreement may be modified only by subsequent written agreement of the parties.