



Phillips Lytle LLP

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting Phillips Lytle LLP ("PL" or "Firm") to represent you ("you" or the "Client"). The scope and extent of our services for the matter on which we are being engaged (the "Matter") are set forth in a separate engagement letter or confirming communication ("engagement letter") between PL and you. These Standard Terms of Engagement for Legal Services (the "Terms"), together with our engagement letter, set forth the basis upon which PL will provide legal services to you. Our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract ("Engagement Contract") for our engagement and any subsequent assignments upon which you and we may mutually agree.

The Firm believes it is important to establish clearly the basic terms of our Engagement Contract at the outset. Accordingly, if you have any questions concerning the Engagement Contract, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

THE ATTORNEY-CLIENT RELATIONSHIP

The Firm's engagement to represent you is limited to the matters described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation. The Firm has been engaged to represent only the Client(s) named in our engagement letter even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our invoices for services and disbursements. Accordingly, absent a specific, separate engagement to represent any other persons or entities: (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliated entities (including parents and subsidiaries) or other persons associated with the Client; and (3) if the Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any of your other constituents, including any directors, officers, members of or other entities associated with the Client.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract and you acknowledge that you have had the opportunity to consult with other counsel concerning the Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Fees

The Firm's fees for legal services are frequently based on hourly rates and the actual time spent on the Matter by the Firm's personnel ("Standard Fee Arrangement"). The hourly rates for the Firm's personnel are based upon their experience and may vary by office across the Firm. Time spent on the Matter will include meetings with you and others; traveling; considering, preparing and working on documents, pleadings and other papers; written and electronic correspondence; and making and receiving telephone calls. Whether or not a matter proceeds to completion, our invoices will include all work done and all expenses incurred.

Our hourly rates are periodically reviewed and adjusted. In preparing our invoices for professional services, we will use our hourly rates in effect when our services were rendered.

Information regarding standard hourly rates and other charges established by the Firm is proprietary. You agree not to disclose such information to third parties without the Firm's prior written consent.

Where requested, we may provide you an estimate of the costs that may be incurred in connection with a particular matter. Any estimate is necessarily based on a number of uncertain factors and future developments and will be influenced by your decisions, and by the actions of third parties. Accordingly, any estimate the Firm provides shall not constitute a promise or agreement that we will render the necessary services within a specific time or for a specific amount. The Firm's invoices for professional services will be based on the Firm's billing policies, as set forth herein, and the charges reflected in such invoices may vary from any estimates previously given.

In certain instance, the Firm's fees for legal services may be based on a fixed, contingent, or other alternative fee arrangement ("Alternative Fee Arrangement"). In such instances, the Alternative Fee Arrangement must be set forth in the engagement letter or the Firm's Standard Fee Arrangement shall apply. Even where an Alternative Fee Arrangement exists, except for the Fees, Disbursements, Billing, and Payment provisions herein, all other aspects of these Standard Terms of Engagement shall apply.

B. Disbursements

You will be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees, travel expenses, electronic discovery and storage of documents), you will be billed at our cost. Certain vendors, most notably those involving information technology, require that the Firm agree to certain contractual terms. You hereby agree to any contractual terms imposed on the Firm by vendors utilized on the Matter, including but, not limited to, protections of vendor intellectual property rights, limitations of liability, indemnification, arbitration, and jury waiver. Upon your request, we will make the current contractual terms available for review. With respect to internally-generated charges, you will be billed in accordance with our standard charges in effect when the charge is incurred. Where the nature of our engagement requires the retention of third parties (*e.g.*, expert witnesses, accountants, actuaries or other consultants, mediators or arbitrators), we may forward their statements for services and expenses directly to you for payment.

INVOICES AND PAYMENT ARRANGEMENTS

A. Billing

It is our general practice to render invoices for professional services and related charges on a monthly basis. We will send a final invoice after completion of our work.

B. Payment

The Firm may require payment of a retainer prior to commencing work on your Matter. The requirement of a retainer is addressed in the engagement letter. With respect to our invoices, we expect payment to be made within 30 days of the date of the invoice, without regard to the completion of any proposed transaction or the outcome of your Matter. Payment must be made by you in the full amount of our invoice and you will also be responsible for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. Any payment received by the Firm from you or on your behalf shall, upon receipt, become property of the Firm.

In the event any of our invoices are not paid in a timely manner, we reserve the right to defer further work on your Matter and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you consent to, and do not oppose, such termination and agree to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our attorney-client relationship, including the Firm's withdrawal of its prior

appearance in any court or other litigated proceeding. The termination of our attorney-client relationship shall not affect your ongoing responsibility for any fees or other charges.

C. Liens

You hereby grant PL a lien, to the extent permissible under applicable law, on any and all claims that are the subject of our representation under the Engagement Contract. PL's lien will be for any sums owing to the Firm for any unpaid costs, or attorneys' fees and expenses, at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that PL may be able to compel payment of fees and costs from any such funds recovered on your behalf even if our representation of you has terminated before the end of the Matter. Because a lien may affect your property rights, you may wish to seek the advice of an independent lawyer of your own choosing before entering into the Engagement Contract.

D. Third-Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's invoices: (1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party; (2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you 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 your behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs, you will remain responsible for payment of the Firm's fees and other charges, even if the award to you is less than the amounts we have billed. Where we have agreed to represent multiple clients in a Matter, each client will be jointly and severally responsible for payment of the Firm's invoices.

E. Questions

If you have any questions about any invoices that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility 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 of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding invoices in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our attorney-client relationship with you, terminates upon the conclusion of our services and our delivery of our final invoice for the services described in our Engagement Contract.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you 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 you with respect to future legal developments.

CLIENT COOPERATION

You understand and agree that, in order for us to represent you effectively, it is necessary for you to assist and cooperate with the Firm during the Matter. In particular, in connection with the Matter, you agree to (1) make the Client (including employees of the Client, if applicable) available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions, hearings, court proceedings and other activities; and (3) provide complete and accurate information and documents to us on a timely basis. Your noncooperation will be grounds for the Firm's withdrawal from representing you in the Matter (and any and all other Matters) and, thus, it is essential that we maintain open communications.

OUR COMMUNICATIONS WITH YOU

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the Matter and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all of our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matters on which we have represented you.

C. Data Protection

Any information, including personal data, that PL collects in our legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and

may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. In engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability: (1) to represent you in any matter involving, directly or indirectly, another client; and (2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement: (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule, statute, or tribunal with jurisdiction precludes us from doing so.

YOUR DOCUMENTS

Please be advised that the courts impose harsh penalties for the failure to safeguard data that may be relevant. Accordingly, you should immediately identify any such data—whether kept in paper, electronic, or any other format—and safeguard it for the duration of the Matter. This may require you to suspend any regular document data destruction that you would otherwise follow. You should make certain that all relevant directors, managers, and employees, including any information technology department, are aware of and follow this “litigation hold.”

If you request, your original and copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including attorney work product. Some PL offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD, or other medium. Should you decide not to accept your remaining file materials at that time, you authorize us to destroy them at our discretion. If you do not request the return of your file materials at the time the Matter is concluded, we may retain or destroy the file without further notice to you.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of the Firm and shall not be considered part of your file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm's lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for the Firm's lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has an attorney-client privilege protecting the communications between the Firm's lawyers working on your behalf and the Firm's internal or outside counsel.

FEE DISPUTE PROCESS

If a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and the Firm during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum between \$1,000 and \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of attorney-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 us, we shall furnish you with further details concerning Part 137 of the Rules of the Chief Administrative Judge of the New York Courts.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

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