

STANDARD TERMS OF ENGAGEMENT¹
TILLMAN WRIGHT, PLLC DBA TILLMAN, WRIGHT & WOLGIN (“TWW”)
REVISED JANUARY 8, 2021

TWW FUNCTIONS.

TWW will perform legal services relating to matters requested by you as modified from time to time by you. TWW will assign personnel, including attorneys, patent agents, and legal assistants, as determined necessary by TWW in performing the services for you. All services provided to you by TWW will be governed by the terms set forth herein and in the engagement letter. If inconsistent, the terms in the letter shall control.

Please note that when TWW is engaged to represent a corporation or other entity, the undertaking is solely with respect to such entity and not with respect individually to any particular officer, director, manager, partner, or other affiliated person. Of course, from time to time in the course of engagement, TWW may be asked by the corporation or entity to review certain issues that may affect its officers, directors, managers, partners, or other affiliated persons and to give advice with respect to such matters. Although as a convenience to the corporation or entity, TWW may review these issues and may be compensated by the corporation or entity for these services, this does not constitute an undertaking of representation of any of such person individually. You agree in such events to notify the affected persons that they should consider engaging separate counsel with respect to such matters. Also, please be advised that TWW does not provide accounting or financial advisory services, and any obligation to advise you of the accounting treatment or financial results related to TWW’s representation is specifically disclaimed. It is recommended that you obtain accounting and financial advice from licensed professionals.

For a particular undertaking, TWW may engage on your behalf a third party, such as a foreign law firm or an annuity payment service company. You acknowledge that TWW has no control over the action or inaction of such third party, and you agree to hold TWW harmless against any liability arising from the action or the inaction of such third party, provided TWW has acted reasonably under the circumstances in the selection of and engagement with such third party.

CLIENT FUNCTIONS.

You agree to pay us on a timely basis for the performance of our legal services and to pay all expenses incurred in connection with those services. You also agree that payment for our services and expenses is not contingent on any outcome of the representation, including the granting of any patent or the winning of any case. You also agree to provide all information available to you to aid in the representation.

AUTHORIZATION AND DECISION-MAKING.

In order to effectively represent you, you hereby expressly authorize TWW, including its attorneys and patent agents, to take all actions deemed advisable on your behalf in performing services for you. TWW agrees to notify you of significant developments and to consult with you in advance regarding significant decisions relating to those developments, if possible.

FEES.

Our fees for services rendered are based primarily on hourly rates in effect for attorneys, patent agents, and legal assistants, which rates are subject to change from time to time. You acknowledge that timekeeping is approximate and is not precise.

Our fees will begin to accrue when we first provide advice or other legal services, without regard to the date of, or your execution of, an engagement letter. Standard rates include \$495 for Chad D. Tillman (attorney), \$435 for James D. Wright (attorney), \$435 for Neal B. Wolgin (attorney), \$395 for David R. Higgins (attorney), \$425 for Jeremy C. Doerre (attorney), \$170 for Susan D. Wright (technology specialist and patent assistant), and \$95 for Teri L. Smith (legal assistant). Other timekeepers may perform services for you as well at their respective customary hourly rates. You can expect the hourly rates to increase marginally each year. Rates for travel are discounted twenty-five percent.

Although time expended is the major criterion for determining the amount of our fees for services rendered, our fees may be based on a more comprehensive measure of the reasonable value of such services. Factors other than the amount of time required will have a bearing on the reasonable value of the services performed, such as the novelty and complexity of the issues involved, the skill to provide proper legal representation, familiarity with the specific areas of law involved, the preclusion of other engagements caused by the acceptance of the particular engagement, the magnitude of the matter, the results achieved, customary fees for similar services, the nature and length of our relationship with you, and time limitations imposed by the circumstances in which to render the services. Our final fees for legal services may be revised to reflect such factors.

Additionally, the firm has fixed professional fees for routine tasks and filings, including for trademark applications and declarations, and for patent grant and maintenance fees and foreign patent and patent application renewals. Furthermore, sometimes client agreement is reached to perform certain custom work for a fixed amount; if such an agreement is reached, then the fixed amount shall be paid in advance of such work, earned when paid, nonrefundable, and not deposited in trust.

EXPENSES.

In addition to fees for services rendered, you agree to pay all other fees, costs, and expenses incurred in connection with the representation of you by TWW. Such costs and expenses may reflect, for example, but not by way of limitation: foreign associate fees; foreign government patent and trademark fees; U.S. government patent and trademark fees; fees and expenses for court reporters; recording, filing and certification costs and fees; expert advice and expert witness fees and associated expenses; Lexis access and searches, Westlaw access and searches, or other computer database access and searches; patent, trademark, trade name and other searches; first class travel, airfare, hotel, meal, rental car, and other travel expenses; docketing charges; photocopies; long-distance telephone calls

¹ The standard terms of engagement are published at www.ti-law.com/ and may be revised by TWW from time to time, and you agree to periodically review the published terms of engagement. You agree that the governing standard terms of engagement as revised and published will govern subject to written objection by you provided to TWW.

and faxes; courier services; and U.S. postage. TWW will not pass on to you any cost or expense incurred in connection with the representation of you by TWW for general office supplies or clerical assistance.

You authorize us to retain and agree to pay the fees and expenses of any other persons or entities that we engage to perform services that TWW may deem necessary for effective representation of you. You further authorize TWW to direct, at our discretion, that these service providers render invoices for their services directly to you or to us. Please note that, if you ask TWW to stop work after foreign associates have been engaged on your behalf, then TWW will communicate promptly to the foreign associates to terminate their services; however, you are responsible for any fees or expenses that may already have been incurred by the foreign associates.

STATEMENT FOR LEGAL SERVICES RENDERED.

Generally, unless otherwise agreed, we will send you a monthly statement of our fees and expenses, e.g., an invoice; however, our failure to send you a monthly statement from time to time will not affect your obligation to pay our fees and expenses. Such statement will be sent either via email or U.S. mail. At your option, such statement may be generalized or detailed. The generalized statement will indicate total fees “for legal services rendered” and the total expenses incurred for the period covered. Alternatively, the detailed statement will show the attorney or legal assistant who worked on the matter, the services performed, the estimated time incurred, and the total due.

PAYMENT.

You agree to pay in full each statement for services rendered and expenses incurred no later than the payment date indicated or 30 calendar days following the statement date, whichever is later (“Due Date”). You agree to the amount of the statement unless you object in writing within one month of its receipt. We reserve the right to add an interest charge of 1.5 percent (1.5%) per month for any statement that is not paid by the Due Date. Such interest charge will begin to accrue on the invoice date and will continue to accrue until payment is made in full. You further agree to pay for any expenses and costs, including court costs and attorney fees, which are incurred by TWW in seeking satisfaction of any unpaid amounts after 90 days.

ESTIMATES.

From time to time you may ask us for estimates of fees and expenses for the services that TWW expects to perform. We will provide such estimates, but we cannot guarantee that the actual fees and costs will not be higher than the estimated amounts because legal matters often involve unexpected issues and developments that take time and effort to resolve. We always strive to provide our services on a basis that is reasonable under the circumstances. At your request, we will discuss with you the progress of any matter and the costs incurred and anticipated to be incurred.

CLIENT FILES.

You agree that client files may be maintained in physical form or in electronic form, or combination thereof, at the discretion of TWW. After our engagement has concluded and upon payment

of any outstanding amounts, you may request the return of your files. At our discretion, we may make copies of the materials, or we may provide you with the files in electronic format. If you do not request a return of your files, we will retain your files for six (6) years, and we reserve the right after that time to dispose of your files. You agree to pay any reasonable expense incurred by TWW in the course of returning your files.

TERMINATION OF REPRESENTATION.

You may terminate representation by TWW at any time by notification of such to TWW; however, you agree that, in the event of such termination, you will pay TWW, within one month of the effective date of the termination, any amounts you owe or that has accrued for all legal services rendered and expenses incurred up to and including the effective date of the termination. At our discretion, TWW may terminate at any time representation subject only to any limitations on withdrawal as may be provided under the Revised Rules of Professional Conduct of the North Carolina State Bar, or under any other applicable ethical rules or court rules. You further hereby agree that TWW may immediately terminate representation of you if any statement is not timely paid by the Due Date. In the event of termination of the representation by TWW, TWW will notify you in writing of such, and you agree to pay TWW within one month following such notice of termination any amounts you owe or that has accrued for all legal services rendered and expenses incurred up to and including the effective date of the termination. You waive any obligation of TWW to return trust funds that are in an aggregate amount less than \$5 as of the termination, and a monthly fee of \$5 will be charged for any trust funds held for you by us after 90 days following our attempted return to you of such trust funds after termination.

TRANSITION UPON TERMINATION.

Upon termination of this representation for any reason, either by you or by TWW, we agree to cooperate fully with any successor counsel designated by you in order to accommodate a smooth transition of the representation; however, to the extent that any fees for legal services rendered or expenses incurred remain unpaid, you acknowledge and agree that we may assert an attorneys’ lien on such files to the extent provided, if any, by applicable law. Furthermore, you acknowledge and agree that we may assert an attorneys’ lien on any patent application or patent to which relates any unpaid legal services rendered or costs paid by TWW. You agree to pay any reasonable expense incurred by TWW in the course of effecting transition of your representation.

DISPUTE RESOLUTION.

YOU FURTHER AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING FROM REPRESENTATION OF YOU BY TWW WHICH RELATES TO OUR RIGHT TO ATTORNEYS’ FEES AND/OR RELATED EXPENSES, REGARDLESS OF THE AMOUNT, MAY, AT TWW’S DISCRETION, BE SUBMITTED TO THE FEE DISPUTE RESOLUTION PROGRAM OF THE NORTH CAROLINA STATE BAR FOR RESOLUTION. IF SO SUBMITTED, BOTH YOU AND TWW HEREBY AGREE TO BE BOUND BY ANY RESULT THEREOF.