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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



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The following constitutes the order of the Court.
Signed: July 18, 2025

Charles Novack
U.S. Bankruptcy Judge

Todd M. Schwartz (Bar No. 288895)
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HOGAN LOVELLS US LLP
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Proposed Attorneys for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In Re:

Case No. 24-10715

KS MATTSON PARTNERS, LP,

Chapter 11

Debtor.

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF HOGAN
LOVELLS US LLP AS COUNSEL FOR THE
DEBTOR**

1 Upon the Application dated as of July 8, 2025 [Docket No. 185] (the “Application”) of the
2 above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order, pursuant to
3 sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules
4 2014(a) and 2016 of the Federal rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing
5 the retention of Hogan Lovells US LLP (“Hogan Lovells”) as general bankruptcy counsel to the Debtor
6 in the chapter 11 case; and this Court having jurisdiction and this Court having jurisdiction to consider
7 the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order*
8 *Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.),
9 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern
10 District of California (the “Bankruptcy Local Rules”); and consideration of the Application and the
11 requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before
12 this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that
13 notice of the Application as provided to the parties listed therein is reasonable and sufficient under the
14 circumstances, and it appearing that no other or further notice need be provided; and this Court having
15 reviewed the Application, the Wynne Declaration; and this Court having determined that the legal and
16 factual bases set forth in the Application establish just cause for the relief granted herein; and the Court
17 being satisfied, based on the representations made in the Application and the Wynne Declaration that
18 Hogan Lovells does not hold or represent an adverse interest in connection with this Chapter 11 Case,
19 and that Hogan Lovells is a “disinterested person” as such term is defined in section 101(14) of the
20 Bankruptcy Code; and it appearing that the relief requested in the Application is in the best interests of
21 the Debtor, its estates, creditors, shareholders, and all parties in interest; and upon all of the proceedings
22 had before this Court and after due deliberation and sufficient cause appearing therefor,

23 **IT IS HEREBY ORDERED THAT:**

- 24 1. The Application is granted as set forth herein.
- 25 2. The Debtor is authorized to employ Hogan Lovells as its general bankruptcy counsel,
26 *nunc pro tunc* effective as of the Relief Date, and in accordance with the terms of the Engagement
27 Letter, including the rates set forth therein, a copy of which is attached as **Exhibit A**.

1 3. Compensation for fees and reimbursement of expenses are subject to Court approval,
2 and any request for allowance and payment of such fees and expenses shall be in accordance with
3 section 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Bankruptcy Local
4 Rules, the Local Guidelines, any administrative order governing professional fees in this case, and any
5 such procedures as may be fixed by order of this Court.
6

7 4. The court shall retain jurisdiction with respect to all matters arising from or related to
8 the implementation and/or interpretation of this Order.
9

10 ** END OF ORDER **
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COURT SERVICE LIST

ECF Parties

Mail service will be handled by counsel.

Exhibit A



Hogan Lovells US LLP
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July 8, 2025

VIA ELECTRONIC MAIL

KS Mattson Partners, L.P.
c/o Robbin Itkin
Robbin Itkin Corporate Governance Solutions
16350 Ventura Boulevard
Suite D-509
Encino, CA 91436

Re: Representation of KS Mattson Partners, L.P. as Debtor in Possession

Dear Ms. Itkin:

We are pleased that KS Mattson Partners, L.P. (the "Company") has engaged Hogan Lovells US LLP to represent the Company in connection with its chapter 11 bankruptcy case, *In re KS Mattson Partners, LP*, Case No. 24-10715 (CN) (the "Bankruptcy Case"), currently pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

This letter, the attached General Terms of Representation and the accompanying schedule of other charges describe our retention. We will e-mail statements to you periodically (usually monthly) at robbin@robbinitkinsolutions.com in a PDF file unless the Company asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the Company. Please sign and return this letter to us at your earliest convenience.

Very truly yours,

A handwritten signature in black ink that reads "Erin N. Brady".

Erin N. Brady

Partner
erin.brady@hoganlovells.com
D (310) 785-4604
Enclosures

Hogan Lovells US LLP is a limited liability partnership registered in the state of Delaware. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Berlin Birmingham Boston Brussels Colorado Springs Denver Dubai Dublin Dusseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Munich New York Northern Virginia Paris Philadelphia Riyadh Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Tokyo Washington, D.C. For more information see www.hoganlovells.com.

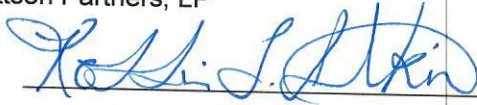
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Robbin Itkin
Robbin Itkin Corporate Governance Solutions

AGREED AND APPROVED

K S Mattson Partners, LP

By



Name

Robbin L. Itkin

Title

Responsible Individual

Date

July 8, 2025

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter of July 8, 2025 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

We expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Richard Wynne, Erin Brady, Ann Kim, Todd Schwartz, Megan Nishikawa, Edward McNeilly, Will Winter, Kevin Hagey, Nate Aspinall and Isolte Beal. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, the responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law, or potential reporting obligations under the Corporate Transparency Act.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When such individuals or entities are communicating with the Firm in their official capacity with respect to a client of the Firm, such communications may be subject to the attorney-client privilege, but the privilege belongs to and can only be waived by the entity client.

4. Basis of the Firm's Charges

We typically provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. The current standard hourly rates for Richard Wynne, Erin Brady, Ann Kim, Todd Schwartz and Megan Nishikawa are \$1975, \$1570, \$1475, \$1925, and \$1630, respectively. The current hourly rates of associates Edward McNeilly, Danielle Uilo, Will Winter, Kevin Hagey, Nate Aspinall and Isolte Beal who will likely work on this matter range from \$760 to \$1295 per hour.

As a courtesy, the Firm agrees to provide a 15% discount on all fees for legal services rendered under this engagement. This discount will be applied to the Firm's standard hourly rates and reflected in each invoice.

5. Restructuring Case

The Firm's employment by the Company will be subject to the approval of the Bankruptcy Court. The Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by the Company.

The Firm will prepare a draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule") and will provide this draft to the Company once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Company's application to the court to retain the Firm. If in the Firm's determination a conflict of interest arises in Company's Restructuring Case requiring separate conflicts counsel, then the Company will be required to use separate conflicts counsel in those matters.

6. Retainer

Given that the Company is subject to the Bankruptcy Case, we will waive our standard practice and not require a retainer for this matter. Subject to any obligation the Company may have to obtain advance court approval, we may require a retainer in the future if payments are not timely made or in other appropriate circumstances.

7. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the Company's policies which are relevant to our work.

8. Payment of Fees and Other Charges

We will bill you periodically (usually monthly) for legal services and other charges (listed on the attached schedule), will provide you with a detailed description of those services and charges and will file appropriate fee applications for approval of our fees in the Bankruptcy Case. Subject to the Bankruptcy Court fee approval process, payment will be due within 30 days of the date of our statement. If timely payment is not made, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. We further reserve the right to charge interest on amounts which are overdue for more than 30 days after such time that you are permitted to pay our fees under an applicable Bankruptcy Court order, and hold you responsible for any collection costs, including attorney fees. Interest will be calculated at 12% per year or the maximum rate permitted by applicable law, whichever is lower. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

Any objections or issues with invoices should be raised promptly and no later than 30 days from receipt. The Company understands, acknowledges, and agrees that subject only to the Company's duties as a debtor in possession during the Bankruptcy Case, prior to the effective date of a chapter 11 plan, if the Company has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then the Company waives its right (and the right of any successor entity as a result of a merger, asset or equity sale, business combination or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

We will never provide new wiring or payment instructions by email alone. Any change to our wiring or payment instructions will come from the partner responsible for your matter and, before you submit payment, you should confirm any such change by calling a member of our finance team for voice verification. You can find our phone number by visiting <http://www.hoganlovells.com>.

9. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

- a)** You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:
 - i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;
 - ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;
 - iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
 - iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
 - v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
 - vi. Litigation matters brought by or against you.

- b) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.
- c) The advance waivers above are an integral part of this agreement and an essential condition in our representation of you. If at a later time you withdraw or modify this advance waiver in any respect, you agree that we have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.
- d) We take very seriously our obligation to maintain the confidentiality of documents or information we receive from our clients that are protected by confidentiality obligations ("Confidential Information"). This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive your authorization, we will not use, retain, or disclose Confidential Information belonging to Company except in furtherance of our services to Company or pursuant to our legal and professional obligations. Unless we receive authorization, we will not disclose to you or use on your behalf any Confidential Information belonging to other clients.
- e) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.
- f) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.
- g) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name, mark and logo, and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.
- h) Hogan Lovells provided limited services for the Company between June 6, 2025 (the date that the Company filed a stipulated order consenting to the order for relief in the Bankruptcy Case (the "Stipulated Order")) and June 9, 2025 (the date the the Stipulated Order was entered by the Bankruptcy Court).. To ensure its disinterestedness for purposes of the Bankruptcy Code, Hogan Lovells has agreed to waive any incurred amounts owing at the time of its engagement for which payment would constitute a preference under 11 U.S.C. §547 or which would otherwise render Hogan Lovells a creditor of the Company.

10. In-House Attorney-Client Privilege

In the event that, the lawyers working on this matter wish to consult with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter, you understand and agree that any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm. Any such consultation will be at no cost to you.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We may bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, that pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File does not include internal drafts or communications; conflicts checks; time records; internal notes and mental impressions; staffing documents; and privileged communications between the lawyers working on this matter and the Firm's in-house counsel.

The Client File may be stored, in whole or in part, on a cloud platform. The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Notwithstanding the preceding, the Firm reserves the right to retain your file if bills are not timely paid and the applicable ethical rules permit such retention. Any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

You agree that you will not transmit to us, or otherwise cause us to receive, create, maintain or transmit on your behalf, Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103 without our prior written agreement. In the event that the parties agree that the Firm may receive, create, maintain or transmit PHI in connection with this engagement, the parties will work together to enter into a business associate agreement prior to that receipt, creation, maintenance or transmission of PHI.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Technology and Technical Data

Technology and technical data may be subject to the export control laws of the United States (such as the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and the Part 810 nuclear export control regulations) or similar laws of other countries. Receipt of such controlled technology and technical data by an unauthorized individual or entity constitutes an export that could require an export license or authorization in certain cases. Prior to providing our firm with any technology or technical data controlled under the regulations of the United States or other countries such as under the EAR, the ITAR, Part 810 regulations, the UK Export Control Order, and/or the EU Dual-use Regulation, you shall provide advance written notice to the firm specifying the relevant export classification and shall ensure that any export-controlled files are transferred to the Firm using a secure file transfer application and not by email. However, such notice will not be required under the laws and regulations of the United States if the technology or technical data is subject only to anti-terrorism controls under Part 742 of the EAR.

14. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

15. Arbitration of Disputes

To the fullest extent permitted, the parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to all services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter shall govern the arbitration. The appointing authority shall be the American Arbitration Association (AAA). The arbitration shall be administered by the American Arbitration Association in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules. The number of arbitrators shall be one for disputes of \$1 million or less, and three for disputes involving more than \$1 million. The seat of the arbitration shall be New York, NY, and other than as modified by 8(h) above, the governing substantive law shall be the law of the state of New York, inclusive of its conflict and choice of law provisions. The parties acknowledge that this agreement

evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. The language to be used in the arbitral proceedings shall be English. The parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the AAA. The parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This confidentiality provision shall survive the termination of the arbitral proceedings. The award shall be reasoned and in writing and shall be final and binding upon the parties to the arbitration proceeding. The parties hereby agree that they have no right to appeal the final award of the arbitration and therefore will not invoke or exercise any rights to appeal, review, vacate or impugn such award. The Arbitral Tribunal/Arbitrator shall award the prevailing party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. Further, if any prevailing party is required to retain counsel to enforce the award, the party against whom the award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for the need of such enforcement action.

NOTICE: Before you sign this document you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Ethics rules require us to advise you that you have the right to have certain fee disputes decided by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts of New York.

16. Termination and Withdrawal

You may terminate this engagement at any time by giving reasonable notice in writing. We may likewise terminate this engagement at any time to the extent permitted by any applicable ethical and court rules. In the event you or the Firm terminate this engagement, you will be responsible for paying all legal fees and costs up to the effective date of the termination. If neither party terminates this engagement, then our engagement will end at the conclusion of the matter or matters we have undertaken on your behalf.

17. Hogan Lovells

a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in Delaware. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on <http://www.hoganlovells.com>.

b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells

US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word “partner” is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see <http://www.hoganlovells.com>.

18. Technology Services

We may discuss with you the provision of advanced technology in support of our legal services (“Legal Tech”). This may include services such as apps, automated translations, e-discovery services, databases, data hosting and similar technology-based services. In order to focus and enhance the provision of Legal Tech services we have established separate entities, HLTech Legal Technology & Consulting BV, which is a Dutch corporation owned jointly by Hogan Lovells International LLP and a partner in the firm, and HLTECH Legal Technology & Consulting LLC, a wholly owned subsidiary of Hogan Lovells US LLP (such affiliated technology support entities shall be referred to together as “Eltemate”).

If you agree to receive services or products from Eltemate, those services or products will be provided to you by Eltemate either directly or as a subcontractor of Hogan Lovells. In both cases, these services and products are subject to Eltemate’s standard terms for Legal Tech products and/or services which can be found at [Terms & Conditions \(eltemate.com\)](http://www.eltemate.com). Any charges made by Eltemate will either be billed to you directly or set out separately in our bills. Remuneration received by Eltemate (including both the reimbursement of costs incurred and a profit element) is shared between the shareholders of Eltemate in accordance with the terms of the agreement between them.

Eltemate has standing agreements in place where it is subcontracted by Hogan Lovells. If you contract with Eltemate directly, please note that Eltemate is not a law firm and does not engage in the practice of law. In case of direct contact between you and Eltemate, and between Eltemate and other parties, communications may not be subject to legal professional privilege.

Where Eltemate supplies developed legal technology and consultancy to you, it normally does so as an independent contractor. Where Eltemate supplies e-discovery and database services to you, it normally does so as a sub-contractor. In either case, however, this can be agreed otherwise in writing by you and us.

If you agree to the provision of Legal Tech services by Eltemate, you also agree that we may share with Eltemate confidential information belonging to you or related to your matter in order to enable it to carry out those services. Eltemate has undertaken to us that it will maintain the confidentiality of any such information to the same extent as we ourselves do in respect of our obligations of confidentiality to you.

19. Application of These Terms

The Transmittal Letter, this statement of General Terms of Representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Client companies sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions (generally referred to herein as "Additional Guidelines"). Additional Guidelines will only be effective to the extent agreed to by the Firm. If you want the Firm to follow any Additional Guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the Company and the Firm. Please note that if you employ an electronic billing system conditioned on the acceptance of any Additional Guidelines, we will accept such terms in order to bill you for services provided, but such Additional Guidelines will not bind the Firm unless expressly accepted in writing outside of said electronic billing system.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges and food services. We may pay certain costs using credit cards that provide rewards or rebates, and we may receive other payment discounts, which are not reflected on our bills. In certain instances we may utilize preferred, and previously vetted, third party legal and technology service providers. In particular, certain services rendered by staffing companies involve the use of personnel not directly employed by Hogan Lovells, but for which we accept responsibility in connection with its services to you. We will bill those services at a rate that shall be competitive with the market and subject to prior notice and approval.

Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying for large projects (to be determined at our discretion) at \$.20/page for black and white copies and for color copies;
- fees incurred to store electronic data in our litigation support managed services platform; \$7.00/gigabyte for Active Data Storage; \$2.50/gigabyte for Near-Line Data Storage; no charge for Archived Data Storage;
- secretarial overtime resulting from unusually time-sensitive or other special requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at \$30/hour.