

ENTERED

January 28, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X

In re: : Chapter 11

THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)

Debtors.¹ : (Jointly Administered)

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**ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION
OF LATHAM & WATKINS LLP AS BANKRUPTCY
COUNSEL AND (II) GRANTING RELATED RELIEF**

[Related to Docket No. 107]

Upon the application (the “*Application*”)² of the Debtors for entry of an order pursuant to section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “*Bankruptcy Local Rules*”), and the Procedures for Complex Cases in the Southern District of Texas (the “*Complex Case Procedures*”) (a) authorizing the Debtors to employ and retain Latham & Watkins LLP (“*L&W*”) as bankruptcy counsel for the Debtors as of the Petition Date, and (b) granting related relief; and the Court having reviewed the Application, the Dillman Declaration and the Retention Declaration; and the Court having jurisdiction to consider the

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.



Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. § 1408; and the Court being satisfied, based on the representations made in the Application and the Dillman Declaration that L&W is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that L&W does not hold or represent an interest adverse to the Debtors’ estates; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at the hearing, if any, before this Court (the “*Hearing*”); and any objections to the Application having been resolved or overruled; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and that the legal and factual bases set forth in the Application having established just cause for the relief granted herein; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. In accordance with section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Bankruptcy Local Rules 2014-1 and 2016-1 and the Complex Case Procedures, the Debtors, as debtors in possession, are authorized to employ and retain L&W as their bankruptcy counsel in accordance with the terms and conditions set forth in the Application and in the 2024 Engagement Letter, *effective as of* the Petition Date.

2. L&W is authorized to provide the Debtors with the professional services described in the Application and the 2024 Engagement Letter.

3. L&W shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Bankruptcy Local Rules as may then be applicable, the Complex Case Procedures, and any applicable orders and procedures of the Court. Notwithstanding anything to the contrary in the Application, the Engagement Letter, the Dillman Declaration, or the Retention Declaration, any reimbursement provisions allowing for the reimbursement of fees earned and expenses incurred in connection with defending any objection to L&W's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

4. All billing records filed in support of fee applications shall use an open and searchable LEDES or other electronic data format. Billing records shall use project categories substantially similar to the U.S. Trustee's standard project categories. All billings shall be recorded in increments of 0.1 of an hour.

5. To the extent that L&W uses the services of contract attorneys in these cases, L&W shall pass-through the cost of such contract attorneys to the Debtors at the same rate that L&W pays the contract attorneys. L&W shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by L&W to provide services to the Debtors. L&W shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and the Bankruptcy Rules.

6. L&W shall provide ten business-days' notice to the Debtors, and the U.S. Trustee, before any increases in the rates set forth in the Application are implemented, and shall file such

notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

7. L&W shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines.

8. L&W is authorized without further order of the Court to apply amounts from the Fee Advance to compensate and reimburse L&W for fees or expenses incurred prior to the Petition Date consistent with its ordinary course billing practice. The remainder of the Fee Advance shall be treated as an evergreen retainer and be held by L&W as security throughout the chapter 11 cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. L&W shall apply any Fee Advance remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application, and promptly return to the Debtors' estates any Fee Advance remaining after such application (unless otherwise agreed by the Debtors or Reorganized Debtors, as applicable).

9. L&W shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

10. To the extent any of the Application, the Dillman Declaration, the Retention Declaration, or the 2024 Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: January 28, 2025

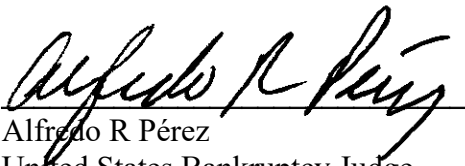

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit A

2024 Engagement Letter

355 South Grand Avenue, Suite 100
 Los Angeles, California 90071-1560
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LATHAM & WATKINS LLP

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Madrid	

November 26, 2024

The Container Store Group, Inc.
 500 Freeport Parkway Coppell
 Coppell, Texas 75019

Attn: Tasha Grinnell

Re: Amended and Restated Engagement Letter

Dear Tasha:

We are pleased to provide further legal services to The Container Store Group, Inc. (“TCS”). Reference is made to that certain Engagement Letter, dated October 18, 2007, by and between The Container Store, Inc. and Latham (as amended, modified, or supplemented, the “Prior Engagement Letter”). This letter amends and restates the Prior Engagement Letter and, as of the date hereof, supersedes the Prior Engagement Letter in its entirety for all purposes.

I. LEGAL SERVICES.

You have asked us to represent you in connection with certain corporate, finance, and restructuring matters, including litigation matters arising out of or relating to the foregoing.

If we agree to provide additional services beyond those described above, our work will be governed by this letter unless superseded by another written agreement. In each case, before we can agree to provide additional services, we will need to perform a conflicts check and otherwise confirm our ability to provide these services. Our representation is limited to the specific services that we agree to undertake.

II. IDENTITY OF THE CLIENT.

Our clients in these matters will be solely TCS and any of its parent, subsidiary or affiliate entities or constituents identified to us in conjunction with these matters, or any such entity directly or indirectly controlled by TCS as a result of these matters, that we are requested to represent and agree to represent (“the TCS Group Clients”). The TCS Group Clients identified to us to date are TCS, The Container Store, Inc., TCS Gift Card Services, LLC, Elfa International AB, C Studio Manufacturing Inc, Elfa Finland OY, Elfa Deutschland GmbH, Elfa Manufacturing Sweden AB, Elfa Doors AB, C Studio Manufacturing LLC, Elfa Sverige AB, Elfa Danmark A/S, Elfa Manufacturing Poland Sp. Zo.o, Elfa Norge A/S. We do not represent and will not be deemed to have an attorney-client relationship with, nor owe professional duties to, any other of TCS’s current or future parents, subsidiaries, shareholders, members, joint venture partners, employees,

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directors, management venturers or other affiliates or constituents solely on account of our representation of the TCS Group Clients under this engagement letter. This means that we may act adverse to such entities to the same extent as would be permissible if we were not engaged to represent the TCS Group Clients. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. If we subsequently agree to represent any additional clients after performing a conflicts check, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation unless we enter into a separate written agreement with such additional clients.

Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, we may need to collect identity-verification documentation. We will seek to collect any required documentation from publicly-available sources, but may request documentation directly from you.

We provide information to clients and others about our experience in particular areas. In this context it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests, and even where a matter is publicly known, we would not publicize it if you ask us not to do so. Otherwise, however, you consent now to our using in our marketing materials (such as pitches, website biographies, representative client lists, league tables, etc.) your name and logo in describing publicly known and non-sensitive matters we have handled for you.

III. ROLES OF ATTORNEY AND CLIENT.

Our responsibilities under this agreement are to provide legal services, and to provide statements to you that clearly state the basis for our fees and charges.

We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

You agree to keep us informed of developments related to this representation and to pay our statements in a timely manner.

Latham will also check for conflicts of interest on an ongoing basis to ensure we are meeting our ethical obligations. The existence of a conflict depends on the parties involved in a specific matter, and therefore our engagement is contingent upon a formal clearing of conflicts after all interested parties are identified to us. Latham is able to search for conflicts via the firm's conflicts database each time a new party becomes involved, or a new matter begins. To allow us to conduct a conflicts check, you represent that you have identified or will identify to us all persons and entities that are or may become involved in the matters we handle for you, whether affiliated with you or not. We are relying on you to provide us with the names that are potentially relevant to this matter and any future matter in which we are engaged. We cannot identify conflicts in relation to individuals or entities whose names we have not searched.

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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 only, and should not be construed as promises or guarantees.

Please also be aware that Latham & Watkins LLP has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers at no cost to you. You acknowledge that any such consultation is protected by Latham's own attorney-client privilege, not subject to discovery, and is property of the firm and is not part of the Client File as defined in Section IV of this letter.

Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or tax authorities to inspect client information and take copies of documents. In addition, in specific circumstances, these laws compel us to report information to the authorities even in the absence of a request. It is possible that, at any time, we may be requested by these authorities to provide them with access to documents held by our firm, or to attend interviews with them in connection with the work we have done for you. In the unlikely event that such a situation arises, we shall comply with the request only to the extent that we believe we are bound by law to do so and, insofar as it is practicable, 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 reserve the right to disclose any information to our professional indemnity insurers, advisers or bankers in connection with the operation of our client account.

IV. CLIENT FILES AND RETENTION.

In the course of your representation, we shall maintain a file in which we may store correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, other final attorney work product, and other items reasonably necessary to your representation ("Client File"), which shall be and remain your property. Our internal communications, preliminary drafts, notes, and mental impressions ("Latham Materials") shall be and remain our property and shall not be considered part of your Client File. Upon completion of a specific project, your original Client File for that project shall be available to you. We will be entitled to make copies if we choose, and such copies shall be and remain our property. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents.

If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for at least seven years. If you do not take possession of the Client File by the conclusion of the seven-year period, you relinquish ownership of it and agree that it shall become our sole property and we may dispose of it. In addition, in the event we are holding files of yours for other matters, you agree that after a seven-year period they shall become our sole property and we may dispose of them. You agree that we may enact and implement reasonable retention policies for Latham Materials and that we also have discretion to destroy such materials.

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We will retain copyright and knowhow in all documents we draft during the course of our work for you, but we grant you a royalty free license to use the documents for your purposes.

V. CONFLICTS OF INTEREST.

While we are representing you in this matter, we will have no other role in this matter for another party without your consent. As with any other client and any other matter, you will have our complete loyalty with respect to this matter.

Prospective Waiver of Conflicts for Unrelated Matters

Latham & Watkins LLP is an international law firm with numerous attorneys and offices in many countries, serving clients in many different areas of law and industries, who may now or in the future operate in the same lines of business as you. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to accept matters for all of our clients. We would only rely on this prospective waiver for matters where we are confident that we have not obtained any confidential information that would give our other client an advantage in the adverse matter.

By entering into this agreement, you consent in advance to our acceptance of matters adverse to any TCS Group Client (whether such matters are currently pending or arise in the future), provided the matters are not substantially related to any matters we are handling or have handled for you, including the following types of matters:

- Litigation, arbitration, mediation, or any other form of dispute resolution or other controversy matters;
- Transactional matters; and
- Any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding that does not involve litigation directly adverse to any TCS Group Clients.

By entering into this agreement, you consent in advance to such adverse representations. Thus, for example, you agree that we would be able to take on a new representation of a current or future client in a lawsuit in which any TCS Group Client is an adverse party at the same time that we are representing the TCS Group Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you. This prospective waiver includes the assertion of any cross-claims or counter-claims adverse to any TCS Group Clients. Under the terms of this prospective waiver, we would also be able to represent a current or future client in a transactional matter across the table from any TCS Group Client at the same time that we are representing the TCS Group Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you.

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Waiver for Trees in M&A & Related Matters

You agree that, in a matter where you are, or may be, competing with one or more other bidders or financiers in an M&A matter or related financing, to allow our firm, with separate teams (commonly referred to as “trees”) that do not share information about the related matters (except as may be agreed in respect of any particular subject such as shared regulatory, tax, and antitrust diligence) to represent other competing bidders and financing sources for other bidders. We will not accept an engagement from another client in the situations described above unless we believe that our representation of that other client will not have an adverse effect on the exercise of our independent professional judgment on your behalf in the matters in which we represent you.

Waiver for Unrelated Representation of Counterparties

By entering into this agreement you agree that we may maintain a separate attorney-client relationship, in other matters, with persons or entities who are adverse to you in matters we handle for you (including adversaries in the matters described in this letter), so long as the matters are not substantially related and we may continue any such attorney-client relationships in which we are currently engaged.

You should feel completely free to consult other counsel concerning the contents of this Section V and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel if you so desire, and provide your informed consent to the adverse representations described above.

VI. RATES, FEES AND CHARGES.

The TCS Group Clients previously delivered to Latham an advance payment retainer, and the TCS Group Clients will maintain an evergreen advance payment retainer of \$750,000. This evergreen advance payment retainer, and all replenishments thereof, will be held by Latham as an advance toward our fees and charges in connection with this letter, but will not be put into a trust, escrow or segregated account. To the extent that the amount of any of Latham’s invoice statements is less than the agreed upon evergreen advance payment retainer, TCS Group Clients will pay Latham, promptly upon its receipt of Latham’s invoice statement, a further payment to bring the evergreen advance payment retainer to the agreed upon amount. To the extent that the amount of Latham’s invoice statement is more than the agreed upon evergreen advance payment retainer, the TCS Group Clients will pay to Latham, promptly upon its receipt of Latham’s invoice statement, the excess amount plus the amount required to replenish the evergreen advance payment retainer. In connection with any potential bankruptcy filing, Latham may request that the amount of the retainer be increased as agreed between the TCS Group Clients and Latham. Any funds that you may deposit with us as an advance towards our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

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In general, our attorneys' billing rates will range from \$760 per hour to \$2,745 per hour, depending upon the seniority and expertise of the attorney involved. For paralegal and other professional time, our rates will range from \$235 to \$1,440 per hour.

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as photocopying and scanning documents (black and white \$0.15 per page; color \$0.75 per page); at-cost expense for large-volume print jobs over 100 pages when formatted in Word or Adobe Acrobat applications; long-distance and roaming mobile phone charges; use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); couriers and air freight (1.10 times our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing; postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over \$1,500, we may ask that billings be sent directly to you or that advances be provided.

In the event we are compelled to testify or respond to a subpoena or other legal process in relation to a matter we have handled for you, you agree that we are entitled to be reimbursed for our time in doing so at our then-current rate, and for our expenses reasonably incurred, even if our attorney-client relationship with you is terminated at that time.

When our personnel travel, we generally utilize business class for international flights. Through a third-party travel management company, in-house travel services are provided for our U.S. offices. A ticketing fee of \$30 will be charged for fares up to \$300, and \$75 will be charged for fares over \$300. There are no additional charges for changes to reservations or for reimbursement of unused tickets. Our personnel bill for travel time, but if they work on another matter while traveling for you, you will not be billed for that time.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days. Should these matters involve an immediate or expected bankruptcy filing, however, we may provide invoice statements on a more frequent basis for immediate payment upon the receipt of our invoices.

We may choose to terminate our relationship with you, subject to any applicable ethics rules, in the event that our fees are not paid in accordance with the terms of this engagement letter or other agreement.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

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From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

VII. DATA PROTECTION & COMMERCIAL COMMUNICATIONS BY EMAIL.

In order to provide legal services and maintain our business relationship, the firm may use personal information about you and other individuals at your organization. Details of how we use this information are set out in our Client and Third Party Privacy Notice which can be found on our website at www.lw.com/privacy.

To the extent that you share with us information about California residents that comprises “personal information” for purposes of the California Consumer Privacy Act and implementing regulations (“CCPA”) in connection with our provision of services covered by this letter, and neither §§ 1798.140(ad)(2) nor §§ 1798.145(c)-(e) of the CCPA apply, we shall be a service provider and only collect, retain, use and disclose such information for the purpose of providing the services covered by this letter, or as otherwise permitted by the CCPA. To the extent this paragraph applies, you will provide notice to such California individuals that you may disclose such information to service providers such as Latham & Watkins LLP.

We have made a commitment through our Binding Corporate Rules to apply a consistent standard across the firm when collecting, using and managing personal information. If you have any questions about how we use your personal information or wish to exercise your rights, please contact the Global Data Protection Officer at DataPrivacy@lw.com.

We constantly attempt to improve our service, and monitor developments in the law and practice. Periodically we may send information about this, including brochures and press releases and invitations to seminars or talks, if we believe that they may be of interest to you. You agree that we may send information of this kind by email to you and others at your organization with whom we have contact. You can opt out at any time.

VIII. ARBITRATION OF DISPUTES.

Any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between any TCS Group Clients, its affiliates or successors (the “Client Arbitration Parties”) and Latham & Watkins LLP, its affiliated partnerships, attorneys or staff or any of their successors (the “Latham Arbitration Parties”) or the services provided or the fees charged by the Latham Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (“CPR Rules”). By agreeing to arbitrate, the parties are agreeing to waive their right to a jury trial. This arbitration clause and any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The seat of the arbitration shall be New York, New York, but any hearings may be held in, and to the extent state law is applicable the arbitrators shall apply the

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substantive law of, the state in which the Latham & Watkins office is located whose attorneys spent the most amount of time on the matter in dispute. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, or the applicability, interpretation, or enforceability of this agreement shall be resolved by all of the arbitrators. All aspects of the arbitration shall be treated as confidential, and neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with insurance, legal or regulatory requirements. Any party that discloses any information about the arbitration under the preceding sentence, or makes any filing in any court related to a dispute covered by this clause, shall take all lawful steps to ensure confidential treatment, including without limitation filing under seal.

Under California law, you have a right to arbitrate disputes regarding fees, charges and costs as set forth under the California Mandatory Fee Arbitration Act (“MFAA”). Information about your right to arbitration under the MFAA, as well as the California Mandatory Fee Arbitration Rules, can be found on the State Bar of California’s Mandatory Fee Arbitration Program website, <http://www.calbar.ca.gov/Attorneys/MemberServices/FeeArbitration.aspx>.

IX. LIMITED LIABILITY PARTNERSHIP.

Latham & Watkins LLP is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our firm’s offices in England, France, Italy, Hong Kong, Japan, and Singapore will be carried out through affiliated partnerships registered locally. Latham & Watkins operates in Israel through a limited liability company, in South Korea as a Foreign Legal Consultant Office, and in Saudi Arabia through a limited liability company. These distinctions will not impact on the provision of legal services by our firm, although invoices may be issued to you through an affiliate.

X. ENTIRE AGREEMENT AND MISCELLANEOUS.

You and we understand that this letter constitutes the entire agreement pertaining to the engagement of Latham & Watkins LLP, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham & Watkins LLP, notwithstanding anything we may be required to acknowledge in order to use your electronic billing software now or in the future.

All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Engagement Letter and/or any document to be signed in connection with this

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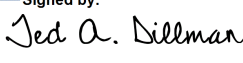
Engagement Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Latham & Watkins LLP, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Either party can terminate the attorney-client relationship on this matter by notice to the other party. Otherwise, our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

XI. APPROVAL AND RETURN OF LETTER.

If this letter meets with your approval, please sign and return the enclosed copy. We look forward to working with you.

Sincerely,

Signed by:

D9B513E25DBD4A8...

Ted Dillman

of LATHAM & WATKINS LLP

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Approval of Engagement

TCS, on behalf of itself and the TCS Group Clients, agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to the TCS Group Clients.

By signing this letter, the TCS Group Clients acknowledge that the TCS Group Clients have been afforded the full opportunity to review it and to seek the advice of independent counsel, and either have in fact consulted with such independent counsel or have chosen not to do so.

If more than one party signs below, each of us agrees to be liable, jointly and severally, for all obligations under this engagement.

BY SIGNING THIS LETTER, THE TCS GROUP CLIENTS AGREE TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE LATHAM ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND THE TCS GROUP CLIENTS GIVE UP THEIR RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGE THE ARBITRATION PROVISION IN SECTION VIII ABOVE.

Date: 11/27/2024

By: Tasha Grinnell

Name: Tasha Grinnell

Title: Chief Legal Officer & Secretary