HOGAN LOVELLS
CADWALADER

Hogan Lovells Cadwalader US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
T +1 202 637 5600
F +1 202 637 5910
www.hlc.com

November 18, 2026

Privileged and Confidential
By Electronic Mail

Brian Quinn
Vice President for Legal Affairs and General Counsel
Michigan State University
quinnbri@msu.edu

Dear Mr. Quinn:

We are pleased that Michigan State University (the "Client") has engaged Hogan Lovells Cadwalader US LLP (the "Firm") to advise the Client on health care matters, including a privileged, legal review of MSU's compliance program, policies, reporting structures, and other arrangements governing its health care operations, including its clinical locations, graduate medical education program, and arrangements with external hospitals.

This letter (the "Transmittal 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 Bila@msu.edu in a PDF file unless the Client 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 Client. Please sign and return this letter to us at your earliest convenience.

Sincerely,



Kenneth W. Field
Partner
Hogan Lovells Cadwalader US LLP

AGREED AND APPROVED

By	Michigan State University
Name	Brian Quinn
Title	Vice President for Legal Affairs and General Counsel
Signature	

Hogan Lovells Cadwalader US LLP is a limited liability partnership registered in the state of Delaware. "Hogan Lovells Cadwalader" is an international legal practice that includes Hogan Lovells Cadwalader US LLP and Hogan Lovells Cadwalader International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Birmingham Boston Brussels Charlotte 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 DC Associated offices: Jakarta Shanghai FTZ. Business Service Centers: Johannesburg Louisville. For more information see www.hlc.com

GENERAL TERMS OF REPRESENTATION

Hogan Lovells Cadwalader US LLP (the "Firm") provides legal services on the basis described in our letter of November 18, 2026 (the "Transmittal Letter") and on the following terms and conditions:

1. STAFFING

We expect attorneys in our Health Care Group to primarily work on this matter, with the assistance of others as may be appropriate. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs. Any such staffing changes will be based on legitimate factors such as the needs of the client and the skillset of the designated staff, without regard to the race, sex, or other protected characteristics of the staff.

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 only 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. We are pleased to extend a 10 percent discount to MSU off of our standard rates. The rates for non-lawyer staff such as paralegals, litigation support, and research personnel are set according to their experience and/or skill sets and also will be reflected on our statements.

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5. RETAINER

We will waive our standard practice and not require a retainer for this matter. We may require a retainer in the future if payments are not timely made or in other appropriate circumstances.

6. 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 Client's policies which are relevant to our work.

We also advise against making recordings or transcriptions of our communications, whether by using artificial intelligence or traditional means. We cannot verify the accuracy, reliability or confidentiality of these recordings, and you accept all risks associated with relying on them or any versions derived from them.

7. PAYMENT OF FEES AND OTHER CHARGES

We will send you a confidential invoice periodically (usually monthly) that describes our services and lists our fees and expenses (reflected on the attached Schedule). Payment will be due within 30 days of the date of our statement. You will make timely payment regardless of the availability of insurance or the timing or extent of insurance reimbursement. Any objections or issues with invoices should be raised promptly and no later than 30 days from receipt. Failure to raise any question within 30 days will constitute a waiver of any objection to the invoices, including objections to the amount of the fees or expenses, the hourly rates, the nature of the work performed, the timekeepers who performed the work, the manner in which the work is described, or the form of the invoices. Any questions or disputes regarding a portion of an invoice will not be cause for withholding payment on the remaining portion due. 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, and you agree not to oppose our withdrawal in any tribunal as long as we provide reasonable notice and an opportunity to make payment and the fee is not under legitimate dispute. We further reserve the right to charge interest on amounts which are overdue for more than 30 days 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. We reserve the right to have you pay invoices from third-parties for expenses in excess of $5,000 directly, including for example, 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.

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.hlc.com.

8. **CONFLICTS AND CONFIDENTIAL INFORMATION**

Hogan Lovells Cadwalader is a large international legal practice with multiple offices around the world. Because of Hogan Lovells Cadwalader's size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells Cadwalader 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 the Firm 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. Business transactions, including but not limited to 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, such as liability management transactions and other out of court debt restructurings, including representation of creditors (secured and unsecured), 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, investors, or other parties in interest. Such adversity may occur in the context of representing parties in connection with plans of reorganization, debtor-in-possession financing, or other restructuring transactions, claims, priorities, collateral, intercreditor rights, litigation strategy, or the terms of financings, acquisitions, or other transactions;

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) In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells Cadwalader teams representing different clients comprise different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) 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.

d) 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.

e) 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 Client except in furtherance of our services to Client 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.

f) 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 Cadwalader is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

g) The lawyers practicing in the Firm’s 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 Cadwalader lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.

h) From time to time, Hogan Lovells Cadwalader identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells Cadwalader’s 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 Cadwalader 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.

As we have discussed, Hogan Lovells Cadwalader has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by Hogan Lovells Cadwalader for other clients, the scope of its representation is such that other agencies of the State of Michigan ("Michigan") or Michigan as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and you because the work we have been asked to perform for you is not related to any of our current representations. We also expect to represent clients in future matters under circumstances in which you and other Michigan agencies may be adverse parties.

To ensure that our work for you does not adversely affect Hogan Lovells Cadwaladers' ability to continue to represent other clients on current or future matters where their interests may be adverse to Michigan or any agencies thereof (including you), including litigation against or other adversities to Michigan or any of its agencies, you agree that (1) you are our client for the specific matters on which you engage us, and Hogan Lovells Cadwalader shall not be deemed to represent Michigan or any other agency thereof with respect to such matters, and (2) the work we perform for you in this matter will not disqualify Hogan Lovells Cadwalader from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of Michigan or any agencies thereof (including you) are or may be adverse to the interests of our client(s) so long as those other current or future matters are not substantially related to the work performed for you in this matter.

9. 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.

10. 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

- bankruptcy or insolvency proceedings where required by law or court order

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, in our opinion, 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.

11. **CLIENT FILES; RETENTION**

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, including: materials that you provide to us, which in our judgment should be maintained, final correspondence we exchange with you or with others on your behalf, court filings, deposition or hearing transcripts, deposition or hearing exhibits, final discovery requests or responses, and any executed agreements or legal instruments concerning the matter (subject to any court's, agency's or arbitral tribunal's order governing the handling of such records, and subject to any lien) (together, 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 paid timely 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.

12. COMMUNICATION TECHNOLOGY AND ARTIFICIAL INTELLIGENCE

We are always mindful of our obligation to safeguard our clients' proprietary, sensitive or otherwise confidential information. To this end it is important that we agree from the outset on what kinds of communication technology will be employed in the course of this engagement. If there are particular forms of communication technology that you do not wish us to use, or if there are other specific safeguards that you would like us to put in place, please advise us promptly. If you do not so advise us, we will assume that you have given your consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate.

Further, in the course of our work we may make use of applications which analyze or generate data by using artificial intelligence ("AI"). In doing so we will use all reasonable means to ensure that your confidential information is not placed at risk by using AI responsibly and securely, and in compliance with legal, professional and ethical obligations. Legal advice is always prepared under the supervision of a qualified legal professional, irrespective of whether AI is deployed in order to assist with its preparation.

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. MEDIATION AND ARBITRATION OF DISPUTES

In the event of a dispute or claim 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, legal malpractice, breach of fiduciary duty, or intentional torts, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by confidential mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Procedures before resorting to arbitration. If either party is required to retain counsel to move to compel mediation to enforce this requirement, and the motion is successful, the moving party shall be reimbursed for all reasonable fees and expenses incurred in making the motion and paid to said counsel for the need of such motion.

The parties further agree that any dispute or claim unresolved by mediation shall, to the fullest extent permitted, be settled by confidential, final, and binding arbitration. The parties recognize that, by agreeing to arbitration, they will be waiving certain rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the appointing authority shall be the AAA. The arbitration shall be administered by the AAA in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter, subject to the following modifications, (i) Federal Rule of Civil Procedure 12, 26 and 56 shall apply to the arbitration proceeding; and (ii) any arbitrator chosen must be a former United States federal judge. 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. If either party is required to retain counsel to move to compel arbitration to enforce this clause, and the motion is successful, the moving party shall be reimbursed for all reasonable fees and expenses incurred in making the motion and paid to said counsel for the need of such motion. 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.

The parties represent that if any non-signatory subsidiary or affiliate of theirs initiates a claim with respect to any services rendered pursuant to this engagement letter, that they have the power to bind such non-signatory subsidiary or affiliate and agree that they are bound to the terms of this agreement.

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.

16. **THIRD PARTY CLAIMS**

To the extent permitted by law, if a third party brings a claim of any type or nature with respect to the services rendered to you pursuant to this engagement letter, you will indemnify the Firm for reasonable fees and expenses incurred defending against such claim and for any award made to the third party.

17. **TERMINATION AND WITHDRAWAL**

You may terminate this engagement at any time for any reason by giving reasonable notice in writing. We may likewise terminate this engagement at any time for any reason, including the failure to pay our fees in a timely manner, 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. Following the conclusion of engagement, we may send you information, invitations, or other communications which do not reestablish an attorney-client relationship.

18. **HOGAN LOVELLS CADWALADER**

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

b) The full resources of Hogan Lovells Cadwalader will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells Cadwalader 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 Cadwalader International LLP or any of its affiliates. If Hogan Lovells Cadwalader International LLP or any Hogan Lovells Cadwalader affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells Cadwalader 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 Cadwalader International LLP, Hogan Lovells Cadwalader 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 Cadwalader International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see http://www.hlc.com.

19. **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 is a standalone legal technology company incorporated in the Netherlands. It is jointly owned by Hogan Lovells Cadwalader and one of its partners. HLTech Legal Technology & Consulting

LLC is a wholly owned subsidiary of HLTech Legal Technology & Consulting BV and is registered in Delaware. Together, these entities are doing business under the name 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 Cadwalader. 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).* 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 Cadwalader. 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.

20. APPLICATION AND ACCEPTANCE 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 (collectively 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 Client 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 Cadwalader, 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 $.60/page for color copies;
- word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office);
- 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.