



ROBERTSON, NEU & MITCHELL LLP  
LAWYERS

### **ADDITIONAL TERMS OF ENGAGEMENT**

Schmiedeskamp Robertson Neu & Mitchell LLP appreciates the opportunity to serve you. Our goal is to provide quality legal services that address your legal needs effectively and efficiently through our office in Quincy, Illinois.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

Our Client. The person(s) or entity(ies) who are the client(s) in this engagement letter are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities. You will inform us immediately if the designated client does business under any other name.

Personnel. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in providing appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter in conjunction with the experience and expertise of our lawyers.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. We typically will render periodic billing statements for legal services on a regular basis or upon completion of the matter or such other time as

determined by the lawyer in charge of the matter. We normally base the periodic billing statements on hourly rates of lawyers, paralegals, and legal assistants working on the matter. Statements will be due upon presentation and are to be paid no later than thirty (30) days following the statement date. The amounts paid on our periodic billing statements are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the statement date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Determining the Fee. Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. Consequently, each billing statement reflects a composite of several hourly rates. These rates vary depending on expertise and experience. These rates are revised annually and may be adjusted based on experience levels and economic conditions. Services performed after the date the new rates become effective will be charged at those new rates.

When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may follow conclusion of the matter so that all relevant factors may be considered.

In addition to time spent, other factors can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent.

Retainers. With new clients or with substantial new matters for existing clients, the firm may require what is known as a “retainer held as security.” This retainer may be in the nature of a deposit, held by the firm for the protection of its investment of time and effort which will be applied to the final billing statement. Another type of retainer may require you to deposit a certain amount, against which periodic billing statement amounts will be applied. At the end of each such period, the agreed upon retainer amount must be replenished to its original amount. Even though a retainer is outstanding, we expect you to pay for services rendered as reflected by periodic billing statements.

Paralegals/Legal Assistants/Document Clerks. Certain work will be done by paralegals. Such persons, although not lawyers, have undergone training to perform certain kinds of services. Services of paralegals are billed at rates lower than those billed for lawyer time. In matters involving significant quantities of document management, document clerks or legal assistants may be used to perform tasks at lower rates than those of paralegals. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some “client disbursements” represent out-of-pocket

charges we advanced, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you periodic billing statements for client disbursements incurred during the preceding period. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as appraisals, filing fees, expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the providers of these services, such as Westlaw or LexisNexis, are shown on billing statements as "Westlaw Research or LexisNexis Research."

File Retention. After our services conclude, we will, upon request, deliver the file for this engagement to you. If you do not request the file, we will retain it for the firm's then effective file retention period after the matter is closed. If you do not request delivery of the file before the end of the period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the period, you may request delivery of the file. For clarity purposes, our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

Disbursements and Other Charges. We will also charge you for certain expense items listed below that we provide in connection with our legal services. Through long-term contracts with computer research vendors and a long-distance telephone carrier, we receive discounted rates on some of these services in exchange for guaranteed payment, usage or other obligations undertaken at our risk. The payments that we receive from clients for these services may or may not exceed our total payments to the vendors. Any excess is used to partially offset the costs we incur for related equipment and personnel as well as the risks we assume in entering into these contracts.

Specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the billing statement:

- Computer Research. We do not generally charge clients for the use of the firm's internal work product retrieval system. Clients may be charged for computer-assisted research at rates we establish based on any agreement we have with the vendor and our associated risks in entering into long-term usage contracts.
- Telecommunications. We generally do not charge for local or long-distance phone calls, electronic mail transmissions, or for use of our teleconference services. However, in certain cases clients may be charged for these services, at rates that we establish based upon any agreements we have with a service vendor, but in no event more than the standard rates.

- Mail/Messengers. Messengers are used as appropriate to ensure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not typically charge for regular mail; however, mail over a certain amount periodically set by the firm, bulk mailings, packages and special postal services are charged at our actual cost.
- Travel. Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates. For travel by vehicle, mileage shall be charged at rates then in place. Any accommodations and expenses associated with overnight travel will be charged to client without markup.

Internet/Email Usage. We may use cloud services in the provision of legal services related to the provision of services to you. We may also use the Internet via email, texting, or otherwise as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney-client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise by you. Documents sent to you by e-mail (whether or not containing confidential information) will not necessarily be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols. We make reasonable attempts to protect our e-mails and any attachments from viruses and other defects that might affect a computer or IT system. However, it is your responsibility to take appropriate steps to protect your computer or IT systems from any such virus or defect. We do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Termination of Services. In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination. In any event, our attorney-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if the services are of a general, open-ended nature, when more than six (6) months have elapsed from the last time you requested and we furnished billable services to you. Our attorney-client relationship will be revived if you later retain us to perform further or additional services. Such further or additional services will be subject to these and any subsequent written terms in the engagement letter. Informing you from time to time of developments in the law through newsletters, other mailings or emails or otherwise, does not create or revive an attorney-client relationship. For clarity purposes, we have no obligation to inform you of any developments in the law unless we are specifically engaged in writing to do so.

Conflict Waiver. Concerning clients we represent only occasionally or in a limited area, we will represent such clients on the condition they consent in advance to our representation of other clients in other matters where the interests of the respective clients conflict, so long as we, in the course of our representation, do not become privy to confidential information of one client that would be relevant to such representation of another client. You, therefore, agree that our representation of you in the matter under the engagement letter will not disqualify us from representing a client with adverse interests in another matter, including litigation, if that matter is unrelated to the subject matter of the representation under the engagement letter. You hereby consent to any conflict of interest with respect to those representations.

We will only undertake such an adverse representation if we conclude that we can do so without any adverse effect on our ability to competently and diligently continue our representation in the matter defined in the engagement letter and so long as such representation is not in violation of any rules of professional conduct. We also agree to not use any of your proprietary or other confidential information of a nonpublic nature acquired as a result of our representation in connection with any adverse representation.

Before you agree to this advance conflict waiver, we recommend you obtain independent advice regarding the consequences of this waiver.

Questions. One of our goals is to ensure that quality legal services are delivered effectively and efficiently, and that all billing statements are accurate and understandable. Please direct any questions about services or billing practices to the lawyer in charge of your account, our Office Administrator or Director of Operations. Questions regarding the billing statement or payment status of your account may also be directed to our lawyer in charge of your account, our Office Administrator, or Director of Operations.