

General Legal

General Legal LLP

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Attorneys admitted in California, Colorado, Maryland, New York, Texas, South Carolina, Washington, and the District of Columbia

This Agreement sets out the terms on which General Legal LLP ("General Legal," "we," "us," or "our") will represent the individual or entity identified at the time of acceptance ("Client", "you", or "your").

This Agreement is made available on behalf of General Legal LLP by an authorized partner of the firm whose acceptance is on file. Client's acceptance is given by clicking the "Accept" (or similarly captioned) button presented with this Agreement. General Legal will maintain a record of Client's acceptance, including the identity of the Authorized Agent giving acceptance, the version of this Agreement presented, and the date and time of acceptance. Such records will be made available to Client upon reasonable request.

Scope of Engagement. Our engagement may involve the legal services described by us on our website at https://general.legal from time to time, and such other legal matters as we may agree upon from time to time in writing. Our engagement will not involve in-court representation. General Legal's engagement begins on the date on which, after Client accepts this Agreement, General Legal has completed its conflicts check as described below; provided, however, that General Legal's engagement on any particular matter begins only when General Legal accepts that matter, which General Legal may do either by commencing work on the matter or by confirming its acceptance in writing (including by email or Slack).

Standard Terms of Engagement. This engagement letter ("Engagement Letter"), together with the attached General Legal Standard Terms of Engagement ("Standard Terms"), which is hereby incorporated herein by reference (the Standard Terms and Engagement Letter collectively, the "Agreement"), constitutes the entire understanding between you and General Legal concerning our representation of you with respect to the matters described above. This Agreement fully replaces, supersedes and cancels all prior engagement letters or any other agreements with respect to the matters set forth herein, whether oral or written, between Client and General Legal LLP or any of its owners, partners, officers or employees, to the fullest extent permitted under applicable law. Notwithstanding the foregoing, this Agreement does not replace, supersede or cancel any engagement letter that Client and General Legal have separately signed and that is in effect on the date of Client's acceptance, unless the version of this Agreement presented for acceptance expressly identifies that signed engagement letter; absent that express identification, the signed engagement letter will continue to govern and this Agreement will apply only to the extent it does not conflict with the signed engagement letter. In the event of a conflict between the Standard Terms and this Engagement Letter, this Engagement Letter will control solely to the extent of such conflict.

Fees. Except as otherwise agreed by Client and General Legal in writing, General Legal's fee for each matter is the price presented to Client at matter intake or, if no custom price is presented, the applicable price set forth at https://general.legal/pricing, in each case as approved by Client before General Legal begins work on the matter. A fee becomes fixed for a matter only upon Client's approval of that price, unless Client and General Legal otherwise agree in writing. The fee for each matter is a fixed fee for the services described for that matter at intake or on the pricing page, and covers the scope so described; services outside that scope, if any, will be priced and agreed separately before General Legal performs them. General Legal is responsible for performing the services so described, and Client is responsible for providing the information and instructions reasonably needed to perform them and for paying General Legal's invoices when due.

Unless a different billing schedule is agreed in writing, General Legal bills the fee for each matter upon the earlier of (1) seven (7) days after the matter is opened; or (2) the closing of the matter. A matter with multiple workstreams is billed on a per-workstream basis, with each workstream billed upon the earlier of seven (7) days after that workstream is opened or its completion. General Legal requires that payment of statements be made in full within thirty (30) days of receipt.

Without limiting the foregoing, any work that General Legal must reperform or redo as a result of an Authorized Agent's (as defined below) unauthorized direction or as a result of inaccurate information provided by an Authorized Agent may be subject to additional fees, priced as described above.

Authorized Agents. From time to time, Client may instruct, communicate with, or otherwise interact with General Legal through one or more agents acting on Client's behalf, including human employees, contractors, and Representatives as well as artificial intelligence agents, automated systems, or other software acting at Client's direction or on Client's behalf (each, an "Authorized Agent"). Client expressly acknowledges and agrees that General Legal is entitled to rely on each Authorized Agent as an authorized representative of Client with respect to the matters on which the Authorized Agent communicates, and General Legal has no obligation to verify, confirm, or seek independent authorization from Client for any direction, instruction, information, or communication provided by an Authorized Agent, unless otherwise agreed by Client and General Legal in writing. Client will be liable for all acts, omissions, instructions, communications, and information of each Authorized Agent, whether or not at Client's direction, as if Client itself had committed such acts or omissions or provided such instructions, communications, or information. Client further acknowledges that Client's use of an Authorized Agent to interact with General Legal—including any artificial intelligence agent, automated system, or other third-party technology used by Client—may, depending on the particular technology and the circumstances of its use, jeopardize, limit, or waive the attorney-client privilege, the work-product doctrine, or other similar protections that would otherwise apply to communications between Client and General Legal. General Legal makes no representation or warranty as to whether any third-party technology used by Client, or any communication transmitted through or processed by it, will be protected by the attorney-client privilege, the work-product doctrine, or any similar protection, and Client is solely responsible for evaluating, selecting, and configuring the technologies it uses to communicate with General Legal.

Identification as Client. Client authorizes General Legal to identify Client as a client of the firm, including by name and logo, on General Legal's website, marketing materials, and communications with prospective and existing clients. This authorization does not permit General Legal to disclose the substance of any matter or any other confidential information of Client.

Individual Representation. Client may be an individual or an entity. If Client is an entity, this engagement is with Client as an entity only. General Legal may, in its sole discretion and on a case-by-case basis, agree to represent an individual (including any executive, founder, shareholder, director, or other natural person affiliated with Client) in such individual's personal capacity. Any such individual representation requires General Legal's prior written consent and a separate engagement letter accepted by the individual in his or her personal capacity, and the terms of this Agreement do not extend to any such individual representation absent that express agreement.

Advance Waiver to Future Conflicts. Our agreement to represent Client is conditioned upon Client's understanding and informed consent that General Legal has the right to represent or to undertake to represent existing or new clients in any future matter that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests (the "Advance Waiver"). Please refer to Section 4 in the attached Standard Terms for a further explanation regarding such Advance Waiver. General Legal conducts a conflicts check before confirming its acceptance of the engagement, and General Legal reserves the right to decline the engagement, in whole or as to any particular matter, if an existing conflict would prevent General Legal's representation, in which case this Agreement will not take effect as to the declined engagement or matter. Client acknowledges that it has read and understands the Advance Waiver and Section 4 of the Standard Terms, that General Legal has recommended that Client consult independent counsel about the Advance Waiver and Client has had a reasonable opportunity to do so, and that Client's consent to the Advance Waiver is informed and voluntary.

Agreement to Arbitrate and Waive Jury Trial. Any dispute, controversy or claim arising out of or relating to this Agreement or General Legal's representation of Client (including any dispute relating to Client's or its Authorized Agents' use of General Legal's client portal, chatbot, application programming interface, model context protocol server or other technology in connection with that representation), including any claims against General Legal, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by confidential and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. By agreeing to submit such dispute, controversy or claim to binding arbitration (the "Arbitration Agreement"), Client is waiving rights to a jury trial and limiting rights to appellate relief. The standards of evidence, procedures and damages in an arbitration may differ from a trial. General Legal recommends that Client consult with another attorney of its choice with respect to whether to agree to arbitrate as provided in this provision. By accepting this Agreement, Client is acknowledging its consultation with an attorney or its decision not to so consult despite the foregoing recommendation. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in San Francisco, California or, at Client's election made in writing within thirty (30) days after a demand for arbitration is served, in the U.S. city in which Client has its principal place of business. Nothing in this Arbitration Agreement limits any right Client may have to elect arbitration of a fee dispute under the California Mandatory Fee Arbitration Act (California Business and Professions Code Sections 6200 through 6206) or any similar law or rule in Client's jurisdiction before proceeding under this Arbitration Agreement.

Use of Artificial Intelligence; Client Consent. General Legal uses artificial intelligence tools, including generative artificial intelligence, to provide legal services. General Legal inputs Client Information (as defined in Section 1.D of the Standard Terms), including confidential information,

documents, messages, chatbot conversations and personal information about Client's personnel and other individuals involved in a matter, into AI Tools (as defined in Section 16.B of the Standard Terms) operated by General Legal, by General Legal Inc. on General Legal's behalf, and by third-party providers. General Legal may also use Client Information to develop, train, test and improve the AI Tools that it uses to provide legal services, subject to Client's right to withdraw consent to training under Section 16.C of the Standard Terms. **BY ACCEPTING THIS AGREEMENT, CLIENT AFFIRMATIVELY CONSENTS TO GENERAL LEGAL'S INPUT OF CLIENT INFORMATION INTO AI TOOLS AND TO THE OTHER USES DESCRIBED IN THIS PARAGRAPH AND IN SECTION 16 OF THE STANDARD TERMS.**

Consent to Electronic Records and Signatures. Client consents to: (a) the formation of this Agreement, and Client's acceptance hereof, by electronic means, including click-through acceptance, in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN), the Uniform Electronic Transactions Act, and any other similar applicable laws; (b) the use by General Legal of electronic records and electronic signatures in connection with this Agreement and General Legal's representation of Client; and (c) the delivery and receipt of records, notices, disclosures, and other communications relating to this Agreement and General Legal's services in electronic form, including by email and via the Client Apps. Client's acceptance of this Agreement by clicking the "Accept" (or similarly captioned) button has the same legal effect as a handwritten signature. Client may request a paper copy of this Agreement at any time by contacting General Legal at the address above.

Consultation with Attorney. Client should not accept this Agreement if it has any unanswered or unaddressed reservations or concerns with respect to the terms hereof. General Legal recommends that Client discuss this Agreement, including the terms of the Advance Waiver, the Arbitration Agreement and the use of AI Tools described above, with an attorney of its choice. By accepting this Agreement, Client agrees that it has read, understands, and agrees to be bound by this Agreement.

If the terms described above and in the attached Standard Terms are satisfactory, please so indicate by clicking the "Accept" (or similarly captioned) button below which shall confirm this engagement.

General Legal
Standard Terms of Engagement

Introduction

Unless modified as provided in Section 17.B, these Standard Terms form an integral part of Client's engagement of General Legal.

Our engagement and the services that General Legal will provide to Client are limited to the matters described in the Engagement Letter. Any change in the scope of a matter must be accepted by General Legal as described in the Engagement Letter. General Legal will provide services of a strictly legal nature related to the matters described in that Engagement Letter. Client will provide General Legal with the factual information and materials General Legal requires to perform the services identified in the letter, and Client will make such business or technical decisions and determinations as are appropriate. Client will not rely on General Legal for business, investment, or accounting decisions.

General Legal cannot guarantee the outcome of any matter. Any expression of General Legal's professional judgment regarding Client's matter or the potential outcome is limited by General Legal's knowledge of the facts and based on the law at the time of expression.

Section 1. Confidentiality and Related Matters

Section 1.A. General Legal is subject to, and complies with, the rules of professional conduct that impose upon lawyers and their employees a duty to preserve and protect confidential information. Likewise, to the extent that any information about General Legal's internal business processes, personnel information, information technology and data security processes, or any other information about the administrative operations of General Legal ("Firm Confidential Information"), is shared with Client in connection with a representation or proposed representation, Client agrees that such Firm Confidential Information (i) will be maintained in confidence by Client; (ii) will not be disclosed to any third party except to the Client's directors, officers, managers, employees, advisors, accountants, attorneys or agents ("Representatives") who need to know such information for purposes of General Legal's representation of Client (such Representatives having been informed of, and agreeing to comply with, these requirements and the confidential nature of Firm Confidential Information); and (iii) will be protected with the same degree of care as Client normally uses in the protection of Client's own confidential and proprietary information of similar import, but in no case with any less degree than reasonable care.

Section 1.B. General Legal may outsource administrative functions (e.g., file storage, technology development and maintenance, IT services, document duplication, word processing, accounting/billing) to third parties. Outsourcing in this manner may require General Legal to allow access by third parties to Client's confidential information, and in some cases, these third parties may be located outside the United States. General Legal will follow applicable law and regulations regarding such outsourcing and protection of confidential information. All subcontractors will be bound by confidentiality agreements consistent with General Legal's professional obligations with respect to client confidential information.

Section 1.C. In the event General Legal is required to respond to a subpoena or other formal request from a third party or a governmental agency for General Legal's records or other information relating to services General Legal has performed for Client, or to testify by deposition or otherwise concerning such services, General Legal will first consult with Client as to whether Client wishes to supply the information demanded or assert Client's attorney-client privilege to the extent Client may properly do so.

Section 1.D. This Agreement governs General Legal's collection, use, disclosure, retention and other handling of all information and materials, including personal information, that Client or its Authorized Agents provide to General Legal, or that General Legal generates, in connection with General Legal's representation of Client, whether provided through General Legal's client portal (including any chatbot or other interactive feature), any application programming interface or model context protocol server that General Legal makes available, email, Client Apps or otherwise (collectively, "Client Information"), from the date General Legal's engagement begins as described in the Engagement Letter. Before that date, General Legal's Terms of Service and Privacy Policy govern information provided by or on behalf of Client; from that date, this Agreement governs all Client Information, including information provided earlier. Client will ensure that its Authorized Agents and other personnel who provide information to General Legal on Client's behalf are informed of the manner in which General Legal handles Client Information under this Agreement.

Section 2. Affiliated Firms

From time to time, General Legal may need to utilize affiliate firms for certain matters requiring specific expertise. If an affiliate firm is required, General Legal will seek your consent and provide you with information about any fees that may apply prior to such engagement.

Section 3. Client Affiliates

Section 3.A. Unless otherwise agreed by General Legal in writing, General Legal's attorney-client relationship is with Client only and not with Client's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Client's parent, subsidiaries, or other affiliates.

Section 3.B. Because General Legal only represents Client, Client agrees that there is no conflict of interest should General Legal represent persons or entities with respect to interests that are adverse to individual persons or entities other than Client, including those that have a relationship with Client (*e.g.*, representation of the entity in this matter will not give rise to any conflict of interest in the event General Legal represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

Section 4. Advance Waiver of Conflicts of Interest

Section 4.A. From time to time, General Legal may be asked to represent a client with respect to interests that are adverse to those of another client that is represented by General Legal in connection with a different matter. Accordingly, Client understands and agrees that General Legal has the right to represent or to undertake to represent existing or new clients in any future matter that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests.

Section 4.B. General Legal agrees that Client's prospective consent to conflicting representation will not apply in any instance in which, as a result of General Legal's representation of Client, General Legal has obtained sensitive, proprietary, or otherwise confidential information that could be used to the Client's material disadvantage by the other potential client whose interests are adverse to Client's interests, unless General Legal can demonstrate to Client's reasonable satisfaction that any confidential information General Legal has obtained from Client will be sequestered from the lawyers working for that other potential client.

Section 4.C. Outside of these limitations, General Legal is and will remain free to represent other clients adverse to Client. Client acknowledges that it has read and understands this Section 4, has had a reasonable opportunity to consult independent counsel regarding it, and gives its informed consent to the Advance Waiver.

Section 4.D. Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by General Legal prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Client must consent to General Legal's withdrawal from Client's matters if withdrawal is necessary for General Legal to continue representing other clients. If General Legal does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice in accordance with applicable rules of professional conduct.

Section 4.E. Client agrees Client will not assert General Legal's engagement in this matter as a basis for disqualifying General Legal from representing any other client in a different matter or as a basis to assert any claim of breach of duty, except that General Legal agrees this waiver shall not include matters or disputes arising against Client that are the same or substantially related to the engagement in this matter or in any former representation of Client by General Legal.

Section 5. Joint Representation Waiver of Conflicts of Interest

Section 5.A. When General Legal represents more than one client in any matter, including affiliates, General Legal will disclose to all clients all relevant information received from any of the clients relating to the matter at issue. Therefore, if General Legal is representing multiple clients in a matter, each client, upon execution of the accompanying letter or other acknowledgement of consent with respect to such matter, agrees that it has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require General Legal to preserve in confidence information disclosed to it by one client from another client, either in the course of a representation or in connection with any subsequent legal proceeding brought by one client against another of the clients.

Section 5.B. Should material differences develop between multiple clients that cannot be amicably resolved by the joint clients, or that General Legal concludes cannot be resolved on terms compatible with the best interests of all clients, then General Legal, unless otherwise agreed to by the joint clients, shall at that time withdraw from the representation of all clients. If General Legal does withdraw, however, it will assist each of the clients in transferring

the matter to other counsel of the clients' choice.

Section 6. Electronic Communications and Information Storage

Section 6.A. Unless instructed otherwise in writing, General Legal will correspond with Client and third parties on Client's behalf by email, Slack, or other electronic means. General Legal uses standard industry security and encryption measures for email and other electronic storage and processing designed to protect and preserve confidentiality.

Section 6.B. Client acknowledges and agrees that General Legal may intercept and monitor communications between Client and individuals within General Legal in order to provide services in an efficient manner, ensure compliance with General Legal's internal rules and applicable legal requirements, and to investigate any matters brought to General Legal's attention, in each case subject to Section 16.C and General Legal's obligations of attorney-client privilege, confidentiality, and applicable rules of professional conduct. Client further acknowledges that communications submitted through any automated chatbot or other AI-assisted feature that General Legal makes available are recorded, may be reviewed by General Legal attorneys, and are processed on General Legal's behalf by third-party technology providers, including Slack, and Client consents to such recording, review and processing.

Section 6.C. General Legal stores information in electronic form, including in platforms owned by third-party suppliers. General Legal takes all appropriate technical and organizational measures designed to protect information supplied by Client.

Section 6.D. Client's use of General Legal's client portal and other software that General Legal makes available is governed by General Legal's Terms of Service or any other end user license agreement presented with the software (each, a "EULA"). If a EULA conflicts with this Agreement, this Agreement controls.

Section 6.E. Client will keep the contact information it provides to General Legal (including email addresses, Client App identifiers, and billing contact information) current at all times during the engagement, and will provide updated contact information promptly upon General Legal's request.

Section 7. Use of External Platforms

Section 7.A. As used in this Agreement, any software, platforms, apps, models, integrations or services provided by any person other than General Legal, whether (i) agreed between Client and General Legal for use in the engagement, (ii) connected to General Legal's or Client's systems through an integration such as an application programming interface or model context protocol server, or (iii) engaged by General Legal as a supplier or vendor in providing its services (including GL Inc., as defined in Section 16.A, and the third-party providers of AI Tools, as defined in Section 16.B), are referred to as "Third-Party Services". From time to time, Client and General Legal may agree to the use of particular Third-Party Services in order to enable General Legal to represent Client efficiently, including web-based e-signature platforms for the signing of documents (such as DocuSign and Adobe Sign). Client may also request General Legal use Client's designated account on or instance of certain Third-Party Services ("Client Apps"), such as Client's Microsoft Teams system or Whatsapp account, that are outside of General Legal's control. All Third-Party Services are provided by third parties and General Legal makes no (and disclaims all) representations or warranties about such Third-Party Services, whether express or implied, including without limitation: (1) the security, confidentiality, accuracy, reliability, timeliness or completeness of information communicated via them; and (2) any harm or damage that may be caused to Client's computer systems through their use.

Section 7.B. When using these Third-Party Services, Client agrees to take responsibility for implementing security and virus checks to protect Client's computer systems and satisfy Client of the integrity and security of information passing through the Third-Party Services. Client acknowledges that General Legal is not responsible for any confidentiality breaches in relation to information transmitted and processed through and by the Third-Party Services, except where such confidentiality breaches result from General Legal's negligence or willful misconduct.

Section 7.C. Client represents and warrants that, as applicable, Client has the necessary licenses and has entered into agreements with the providers of any Third-Party Services that Client elects to use (including Client Apps) to allow Client to use such Third-Party Services in the way proposed and, with respect to any Client Apps, to grant General Legal access to such Client Apps as contemplated herein.

Section 7.D. Client agrees that General Legal will be granted sufficient access rights within the Client Apps to allow download of content, including any available audit trails of amendments made via the Client Apps.

Section 7.E. Client agrees that any records that are saved and stored by General Legal regarding any advice provided to Client via the Third-Party Services (by downloading, screenshots, or otherwise) will be accepted by both

parties as an accurate record of advice given by General Legal to Client.

Section 7.F. General Legal will make every effort to use the designated Client Apps for communications between General Legal and Client, but there may be circumstances in which General Legal will need or prefer to communicate with Client using General Legal's email systems or other channels of communication. Such circumstances include, but are not limited to: (1) in cases of urgency or particular importance; (2) where Client has instructed General Legal to act on Client's behalf in the course of any proceedings that have been issued against Client; (3) where the advice to be provided by General Legal is of a particularly sensitive nature; (4) where relevant members of General Legal's team do not have access to the Client Apps and otherwise need to be involved or copied to correspondence; (5) when a team member is responding or communicating with Client while traveling where access to the Client Apps may be limited; and (6) where for technical reasons a document cannot be uploaded or shared via the Client Apps.

Section 8. Fees and Costs

Section 8.A. General Legal will charge Client fees as set forth in the Engagement Letter. General Legal may change its prices from time to time; a price change does not apply to a matter for which Client has already approved the price as described in the Engagement Letter, unless Client and General Legal otherwise agree in writing.

Section 9. Attorney Selection; Independent Contractors

Section 9.A. Client acknowledges and agrees that the attorney that represents Client in one matter may not be the attorney that represents Client in future matters. Client may request to have a particular attorney review and work on their matters and General Legal will make reasonable efforts to accommodate such requests; provided that Client acknowledges and agrees that such request may result in slower services consistent with such attorney's existing obligations to other clients.

Section 9.B. General Legal may elect to utilize independent contractors in the course of our representation, provided that General Legal will remain primarily responsible to Client for each such contractor's performance.

Section 10. Billings

Section 10.A. Fees will be billed by email, with copy to the applicable Client App, on the timeline set forth in the Engagement Letter. If an invoice remains unpaid for more than 30 days, without limiting General Legal's other rights and remedies, General Legal may (i) impose an interest charge of 1.25 percent per month from the 30th day after the date of the invoice until it is paid in full (or, if less, the maximum rate permitted by applicable law); and/or (ii) withdraw as Client's counsel and terminate General Legal's representation, subject to applicable ethical rules. Interest charges apply to specific monthly invoices on an individual invoice basis. Any payments made by the Client are applied first to the oldest outstanding invoice, with any payment overage applied to all other unpaid invoices.

Section 10.B. All payments of General Legal's invoices must be made free and clear of, and without any deduction or withholding for or on account of, any tax or charge unless Client is legally obliged to make such a deduction or withholding. If that is the case and provided legally permissible, the sum payable (in respect of which such deduction or withholding tax is required to be made) shall be increased to the extent necessary to ensure that General Legal receives a sum net of any deduction or withholding tax or charge equal to the sum payable on General Legal's invoice and as if no such deduction or withholding has been made or required to be made from General Legal's invoice.

Section 10.C. From time to time General Legal or its attorneys may represent, on a general basis or to Client specifically, that a matter will be completed or a contract reviewed on a certain timeline. General Legal cannot control all factors that impact such review, including without limitation the accuracy and responsiveness of Client in providing information to General Legal, and Client acknowledges and agrees that, in the event of any delay resulting from Client's acts or omissions, Client will pay for all services performed by General Legal.

Section 11. E-Billing Policies and Procedures

Section 11.A. General Legal expects all finance or billing vendors utilized or otherwise authorized by Client ("Billing Vendors") to comply with the following policies and procedures, and General Legal looks to Client to provide these policies and procedures to Client's Billing Vendor: (1) The Billing Vendor site must be a supported vendor within the system for management of e-billing matters used by General Legal; (2) The Billing Vendor site should allow access to the site not only by responsible attorneys, but also e-billing staff and other General Legal personnel authorized to participate in the e-billing process; and (3) In any circumstance where General Legal is e-billing an insurance company for work performed on Client's behalf, General Legal's e-billing policies shall apply to any Billing Vendor utilized by such insurance company.

Section 11.B. If General Legal is providing a discount on its fees, any charges which are imposed on General Legal by any Billing Vendor will not be included in the amount subject to the discount. Moreover, no e-billing issues regarding rejected charges, delayed approvals, unreasonable delays in payment, failure of the Billing Vendor or Client to keep General Legal informed of approval and payment progress, failure of the Billing Vendor or Client to keep General Legal informed of corrective actions needed to assist with payment, or other invoicing issues, modify General Legal's requirement for prompt payment of fees and expenses in accordance with the terms of this Agreement.

Section 12. Client Files

Section 12.A. General Legal keeps files with respect to the matters that we have worked on for each client ("Client File"). At the end of our work together, you will have the option to receive copies of your Client File. The Client File consists of the documents, drafts and other work product that you provided to General Legal or that General Legal delivered to you in the course of the representation, together with any other materials that General Legal is required by applicable rules of professional conduct to release to you on request. General Legal keeps its internal working notes, undelivered drafts and other internal attorney work product for its own records, and may retain a copy of the Client File.

Section 12.B. General Legal may (but is not obligated to) destroy the Client File seven (7) years after the applicable matter is closed, or otherwise in line with (i) General Legal's document retention policy and (ii) applicable regulatory, statutory, or legal requirement.

Section 12.C. If General Legal declines a matter, General Legal may retain the Client Information provided with respect to that matter for at least five (5) years in order to conduct conflicts checks and satisfy its professional obligations.

Section 13. Termination

Section 13.A. The representation is terminable at will by either General Legal or Client. The termination of the representation will not terminate Client's obligation to pay fees and expenses incurred with respect to (i) any services provided prior to the termination and (ii) any services rendered or disbursements required to implement the transition of the matter or the Client File to new counsel.

Section 13.B. Unless otherwise agreed, the attorney-client relationship between General Legal and Client will be considered terminated upon General Legal's completion of the specific services for which General Legal has been retained. At General Legal's election, General Legal may consider the attorney-client relationship terminated six (6) months after the last date General Legal furnishes any services to the Client, provided that there is no ongoing or imminent matter being handled by General Legal for the Client at the time of such termination.

Section 13.C. General Legal reserves the right to cease providing services and to immediately withdraw from this representation if it determines that further advising Client is not permitted under sanctions, anti-money laundering, anticorruption, export control, or other applicable laws.

Section 13.D. Following termination of the attorney-client relationship between General Legal and Client, General Legal may (but is not obligated to) respond to an audit letter request with respect to Client, but such communication should not be understood as a revival of an attorney-client relationship.

Section 13.E. Following termination of the attorney-client relationship between General Legal and Client, General Legal may (but is not obligated to) inform its former Client from time to time of developments in the law which may be of interest to Client. Such communications are not and should not be understood as a revival of an attorney-client relationship. Moreover, General Legal has no obligation to inform the former Client of such developments in the law unless General Legal is engaged in writing to do so.

Section 14. Agreement to Arbitrate and Waive Jury Trial

Disputes are subject to the Agreement to Arbitrate and Waive Jury Trial section in the Engagement Letter.

Section 15. Internal Law Firm Privilege

Section 15.A. Issues may arise that raise questions governed by attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, General Legal generally seeks the advice of a General Legal professional responsibility partner or General Legal's General Counsel. General Legal considers such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege under certain circumstances, General Legal believes that it is in the interests of both General Legal's clients and General Legal that General Legal receives expert analysis of General Legal's legal and ethical obligations.

Section 15.B. As part of this agreement concerning General Legal's representation of Client, Client agrees

that if General Legal determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either General Legal's professional responsibility partners or General Counsel, their designees or, if it chooses, outside counsel), General Legal has Client's consent to do so and Client further agrees that General Legal's ongoing representation of Client shall not result in a waiver of any attorney-client privilege that General Legal may have to protect the confidentiality of General Legal's communications with such counsel.

Section 16. AI Tools and Other Vendors

Section 16.A. Client acknowledges and agrees that certain non-legal, operational, technology, and administrative services supporting General Legal's delivery of legal services are provided in the ordinary course of business through a separate management services organization, General Legal Inc. ("GL Inc."), which is not a law firm, does not provide legal advice, and does not engage in the practice of law. GL Inc.'s personnel are not authorized to render legal advice to any client, and Client's attorney-client relationship and confidentiality protections apply solely to General Legal and its licensed attorneys. For purposes of clarity, General Legal and GL Inc. are separate and independent legal entities, each of which operates under its own management and is solely responsible for its respective products, services, and obligations. Neither entity has the authority to act for, bind, or assume obligations of the other. GL Inc. does not direct or control the professional judgment of General Legal or its attorneys, and all legal advice and legal services under this Agreement are rendered solely by General Legal and its licensed attorneys in the exercise of their independent professional judgment.

Section 16.B. Client acknowledges and agrees that, in connection with the provision of legal services under this Agreement, General Legal uses proprietary legal artificial intelligence software and related Third-Party Services (collectively, the "AI Tools"), primarily for the purpose of assisting its attorneys in the performance of legal analysis, document review, drafting, research, compliance, and other functions. General Legal follows all applicable law and ethical guidelines with respect to the unauthorized practice of law and guarantees that all legal advice and services are provided by a licensed attorney.

Section 16.C. Client grants General Legal all rights and licenses necessary in and to Client Information to enable General Legal to use (including process, retain, analyze, and store) such Client Information with the AI Tools, and to share such Client Information with the firm's vendors and service providers, in each case as needed in connection with General Legal's representation of Client, including (i) to perform the legal services under this Agreement, (ii) to develop, test, and improve the AI Tools that General Legal uses to provide legal services, and (iii) to train AI Tools, subject in each case to General Legal's obligations of attorney-client privilege, confidentiality, and applicable rules of professional conduct. For the avoidance of doubt, the use of AI Tools or other technology or vendor-supplied support services shall not constitute a waiver of the attorney-client privilege or work-product protection. All data, analyses, and outputs generated through these systems remain subject to General Legal's professional obligations and are treated as confidential attorney-client communications and/or attorney work product. Client expressly and affirmatively consents to General Legal's input of Client Information into the AI Tools and to the use described in clauses (ii) and (iii), which, unless otherwise agreed by General Legal in writing, General Legal may carry out directly or through GL Inc. Client may withdraw its consent to the use described in clause (iii) at any time by written notice to General Legal, and the withdrawal will apply to training that occurs after General Legal has processed the notice. The use described in clauses (ii) and (iii) is limited to AI Tools that General Legal or GL Inc. develops, operates or controls. General Legal will not permit any third-party provider of AI Tools or other Third-Party Services to use Client Information to train that provider's own models.

Section 16.D. Client understands and agrees that General Legal may, from time to time, use other vendors during the course of its representation of Client. Unless otherwise agreed by Client, General Legal will remain primarily responsible for the performance of such vendors.

Section 17. Miscellaneous

Section 17.A. The Engagement Letter together with these Standard Terms constitutes the entire understanding and agreement with respect to the terms of the engagement and supersedes any prior understandings and agreements, written or oral, and, with respect to the engagement and Client Information, General Legal's Terms of Service and Privacy Policy, except as expressly provided in this Agreement.

Section 17.B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This Agreement may be amended only (i) by a written agreement of the parties or (ii) by Client's acceptance of an updated version of this Agreement presented by General Legal, provided that such acceptance is given by a natural person who is an officer or other authorized representative of Client (and not solely by an artificial intelligence agent, automated system or other software acting on Client's behalf), in which case the updated version will govern from the time of Client's acceptance. Acceptance by Client or any Authorized Agent of click-through terms presented in connection with General Legal's client portal or other software will not amend, replace or supersede an engagement letter that Client and General Legal

have separately signed unless those click-through terms expressly identify that signed engagement letter.

Section 17.C. This Agreement, and General Legal's representation of Client hereunder, will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice-of-law or conflict-of-laws principles. Nothing in this Section is intended to displace the rules of professional conduct applicable to any General Legal attorney by virtue of his or her bar admission, which will continue to govern that attorney's conduct.

Section 17.D. Client may not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without General Legal's prior written consent. General Legal may assign this Agreement, in whole or in part, to a successor entity in connection with a change of control, merger, reorganization, or sale of all or substantially all of its assets or business, in each case without Client's consent. Any purported assignment or transfer in violation of this Section will be void.

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Client's agreement to this engagement constitutes Client's acceptance of the terms and conditions set forth in this Agreement.