

Legal Support Services Agreement

(For Attorneys Only)

This Legal Support Services Agreement (“Agreement”) is entered between you (“You” or “Your” or “Attorney”) and Amata Management, LLC, an Illinois limited liability company (“Amata”), effective as of the date of your agreement to the terms of this Agreement (“Effective Date”). By using Amata’s legal support services, you agree to be bound by the terms of this Agreement. After execution, this Agreement may be modified from time to time and such modifications will be posted on the Amata Law Office Suites website (<https://amatacorp.com/frontpage/>) (“Website”) without additional notice to you. You consent to the modifications by using and continuing to use the legal support services after such modifications are posted on the Website and email notification is sent to the email address provided by you and on file with Amata.

1. Legal Support Services. Amata makes certified paralegals and other legal assistants (collectively “Team Members”) available for you to engage on a contract basis, who you may use to assist you with certain tasks. Legal support services are tasks that are legal in nature, done for the benefit of your client(s) in matters connected with the law and/or that require licensed attorney supervision and responsibility by applicable law or rule, including, but not limited to, the tasks identified as legal support services in Amata’s Program Service Pricing guide, hereby incorporated herein by reference, the effective version of which may be found on Amata’s website, <http://www.amataoffices.com/services> (“Legal Support Services”).

Under this Agreement, you also may engage Team Members on a contract basis to assist you with administrative or general support services, including, but not limited to, such services identified in the effective Program Service Pricing guide.

Legal Support Services do not include certain tasks, including, but not limited to, rendering legal advice, providing legal consultation or any services that otherwise would interfere with the attorney-client relationship.

Whether a requested service is a Legal Support Service or not, or an administrative or general support service or not, under this Agreement will be determined by Amata at its sole discretion. Amata reserves the right in its sole discretion to refuse, suspend or terminate services to anyone under this Agreement for any reason or no reason at any time without incurring any liability to you.

2. No Attorney-Client Relationship. You agree that Amata is not a law firm and that no work performed by Amata and/or its Team Members is legal advice or legal consultation. Other than as set forth in rules of professional conduct which govern attorneys, neither Amata nor the Team Members are part of any attorney-client relationship with you and/or your clients, and no action or inaction by Amata or Team Members shall be construed otherwise. You hereby represent and warrant to Amata that you have informed your client(s) in writing as to the subject matter of this provision.

3. Your Obligations, Representations and Warranties. To use Legal Support Services, you must be an attorney admitted to practice in good standing with your respective bar, or a law firm or legal department and, if necessary, admitted to practice in good standing in the respective bar of the jurisdiction in which the Legal Support Service is to be performed, and that your license to practice law is active. You hereby agree, acknowledge, represent and warrant to Amata that at all times you are legally authorized to practice law in the requisite jurisdiction(s) pertinent to the Team Members' Legal Support Services. If you are required to have a local attorney in a certain jurisdiction for the Legal Support Services you request, you agree one will be used and that it is solely your responsibility to retain such local attorney.

You agree and represent that you will immediately notify Amata if you are suspended from the practice of law, disbarred in any United States jurisdiction, your license becomes inactive or you are otherwise the subject of any disciplinary measures whatsoever, relating to your license or ability to practice law in good standing in any United States jurisdiction.

Amata does not direct, supervise or interfere with the interaction between you and the Team Members made available to you for Legal Support Services. It is exclusively your responsibility to direct and supervise the Team Members you utilize for Legal Support Services. You hereby agree, acknowledge, represent and warrant to Amata that at all times (1) your client has consented to your use of Team Members, (2) you will maintain direct supervision over the Team Members' work, (3) you will not improperly designate any work to the Team Members, (4) you will maintain exclusive professional and ethical responsibility for the Team Members' work, (5) you will maintain exclusive responsibility for the protection of your clients' information and documents and (6) you will maintain exclusive responsibility for the protection of any other information and documents provided to Team Members relating to a legal proceeding.

In order to request Legal Support Services, you agree that you will provide all information necessary (e.g., parties' names, attorneys' names, case numbers, etc.) for Amata to determine whether any conflict exists prior to you sending Team Members the information or documents for the assignment. You further agree and represent that you will conduct a conflict check prior to commencing work with Team Members by taking all necessary measures to ensure that no conflict of interest, breach of contract, breach of confidentiality, breach of attorney-client privilege, and the like, has or will occur during Team Members' engagement under this Agreement, relating to any client, past or present, that you or Team Members represented outside of the scope of this Agreement, whether on an independent basis, on behalf of another employer; or pursuant to any other contract and/or agreement.

You agree and represent that you will disclose to Team Members all applicable instructions and documents to allow them to adequately prepare, undertake and complete any proposed or assigned project, and that you will not actively withhold any reasonably important information about such a project from Team Members. You further agree and represent that you will maintain open communication with Team Members related to any Legal Support Service until such assigned project is completed.

For any medical records or any other documents or communications subject to the protections and restrictions of the Health Insurance Portability Accountability Act of 1996 (“HIPAA”) or any other laws, regulations or rules governing the disclosure or privacy protections of such records, you agree and represent that before requesting Team Members to work with, review, observe or even have access to such records, you will obtain an appropriate HIPAA or other consent form as necessary from the patient(s) allowing Team Members to legally perform such work, review, observation or access as requested by you.

It is exclusively your obligation to maintain originals and copies of communications, documents and records related to work performed by Team Members on your behalf under this Agreement. Amata and Team Members are not obligated to store e-mails for more than twelve months. It is Amata’s policy that such e-mails be deleted after twelve months and then archived for six months before they are permanently deleted; however, Amata shall not have any liability to you should such e-mails not be stored for twelve months. Amata and Team Members are not obligated to store any documents and records related to any assigned project. It is Amata’s policy that such documents be deleted sixty days after you accept completion of the assigned project; however, Amata shall not have any liability to you should such documents not be stored for sixty days. Amata and Team Members are not obligated to keep any link to documents or records shared with you available to you for more than forty-five days. It is exclusively your obligation to download and save such documents and records before the expiration of such forty-five days. Your failure to do so may result in the loss of such documents or records. You agree that Amata and Team Member may store a complete copy of Team Members’ work project, *e.g.*, memorandums, abstracts, outlines, etc. without restriction.

At all times you will have sole responsibility for the work product provided by the Team Members, including meeting of any case management or other deadlines. For each assigned project, you will supervise the Team Members’ performance to ensure compliance with applicable laws, rules and regulations, including the Rules of Professional Conduct for Legal Support Services. You will comply with applicable laws, rules, regulations and guidelines concerning engagement of or with Team Members and their work. You will establish and maintain the relationship with your own client(s). Unless otherwise agreed to by the parties, Team Members will have no contact with your client(s) by email, telephone, video, web, social media, in-person or other. In the event that an assigned project does require direct contact with your client(s), you are strongly advised to ensure that your professional liability, legal malpractice, errors and omissions or other applicable liability insurance policy extends coverage to any and all activities undertaken by Team Members on your behalf.

For each assigned project for Legal Support Services, you agree and represent that you will not ask or otherwise cause the Team Members to sign your name on any documents with any court, administrative or alternative dispute resolution body, except where written authorization and instruction is provided by you to the Team Member to add your e-signature to a document.

You will have the sole responsibility for determining the fee charged to your client(s) for

Legal Support Services. Team Members will have no involvement in determining the fee charged or billed to your client(s). Your liability to pay Amata fees for Legal Support Services, Additional Services or any other services is in no way dependent upon your client's payment to you.

4. Insurance and Indemnification. You must carry professional liability insurance which covers any and all claims related to the work for which you engage the assistance of Team Members.

IN THE EVENT THAT YOU ARE ALLEGED OR FOUND LIABLE FOR DAMAGES BASED UPON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, EQUITY, OR ANY OTHER BASIS, OR ARE ALLEGED OR FOUND LIABLE FOR VIOLATING LAWS, REGULATIONS OR RULES RELATING TO THE PRACTICE OF LAW, ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS AMATA, ITS AFFILIATES AND SUBSIDIARIES, AND ALL OF ITS TEAM MEMBERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PROPRIETORS, PARTNERS, SHAREHOLDERS, PRINCIPALS, AGENTS, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, DAMAGES, INJURIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY WAS DIRECTLY CAUSED BY OR THE DIRECT RESULT OF GROSSLY NEGLIGENT, WILLFUL OR FRAUDULENT ACTIONS OR OMISSIONS OF AMATA.

5. Amata's Obligations, Representations and Warranties. Amata will take all such reasonable measures as may be necessary to protect the confidentiality of information and documents you provided for the completion of assigned projects. Amata will not disclose or use such information and documents for any purpose other than for Team Members to carry out the purposes for which you disclosed the same to Amata, or as otherwise permitted by this Agreement. In addition, Amata will take reasonable measures to ensure the integrity, delivery and security of transmissions containing such information and documents.

Team Members may not delegate or subcontract any portion of the performance of their Legal Support Services work to any non-Team Member. You agree and acknowledge that Team Members may delegate any portion of the performance of their Legal Support Services work to any other Team Member. Team Members also may delegate administrative or general support services assigned work to non-Team Members at Amata.

6. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE LEGAL SUPPORT SERVICES ARE PROVIDED BY AMATA "AS IS" AND AMATA AND ITS AFFILIATES, TEAM MEMBERS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE WITH RESPECT TO LEGAL SUPPORT SERVICES OR ADDITIONAL OR OTHER SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE LEGAL SUPPORT SERVICES OR ADDITIONAL OR OTHER SERVICES, UNDER THIS AGREEMENT OR OTHERWISE. THE LEGAL SUPPORT SERVICES AND ADDITIONAL OR OTHER SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY DISCLAIMER. AMATA EXPRESSLY DISCLAIMS ANY WARRANTIES, CONDITIONS OF MERCHANTABILITY, NON-

INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

You acknowledge and agree that Amata does not, in any way, supervise, direct, control or evaluate Team Members' work in relation to this Agreement and is not responsible for the quality, timeliness, methods or manner in which such work is performed.

WITHOUT PREJUDICE TO OR LIMITING AMATA'S RIGHT TO RECEIVE PAYMENT FOR LEGAL SUPPORT SERVICES AND ADDITIONAL OR OTHER SERVICES, IN ALL EVENTS, AMATA'S LIABILITY TO YOU (INCLUDING THAT OF ITS AFFILIATES, TEAM MEMBERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PROPRIETORS, PARTNERS, SHAREHOLDERS, PRINCIPALS, AGENTS, PREDECESSORS, SUCCESSORS AND ASSIGNS), OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF, IN CONNECTION WITH OR RELATING TO ANY SERVICES RENDERED UNDER THIS AGREEMENT, INCLUDING FOR ALL CLAIMS, DAMAGES, ETC. OF WHATEVER NATURE (INCLUDING NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND NEGLIGENT OMISSION CLAIMS) IS LIMITED TO THE AMOUNT OF FEES YOU PAID TO AMATA FOR THE SPECIFIC SERVICES RENDERED BY AMATA AND TEAM MEMBERS IN CONNECTION WITH SUCH EVENT.

NO ACTION OR PROCEEDING AGAINST AMATA MAY BE COMMENCED BY YOU MORE THAN ONE (1) YEAR AFTER THE ACTION OR OMISSION WHICH GAVE RISE TO THE CLAIM OR THE LAST DAY ON WHICH THE LEGAL SUPPORT SERVICE OR ADDITIONAL OR OTHER SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED OR FAILED TO BE RENDERED (WHICHEVER IS EARLIER), AND YOU ACKNOWLEDGE THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

7. Payment; Assignment Changes. By entering into this Agreement, you agree to pay Amata all applicable charges, including the Service Fees (the charges associated with the Legal Support Services provided to you pursuant to this Agreement), Additional Service Fees and late fees as set forth on the Website (<https://amatacorp.com/frontpage/>) and more specifically on the effective Program Service Pricing guide related to Legal Support Services or administrative or general support services by the Service Fee Payment Date (the 1st day of the month following the month in which the invoice for services was provided to you) each month without counterclaim, set-off or deduction, and that your obligation to pay these charges survives suspension of Legal Support Services, administrative or general support services, or termination of this Agreement by either Amata or you. Each time you use the Legal Support Services and/or additional or other services, you reaffirm that you will pay all such charges. Service Fees are itemized on monthly invoices issued to you by Amata. At its sole option, Amata may accumulate Additional Service Fees incurred during your billing cycle and submit them as one or more aggregate charges at the end of each cycle. A late charge of 5% of the invoice per month will be applied if payment in full of the invoice is not made within five days of the Service Fee Payment Date set forth on such invoice.

Should you request any modifications or changes be made to the terms of an assigned

project to any Team Member, such modifications or changes must be agreed to by the Team Member that accepted the assigned project, and any such modifications or changes may be subject to additional fees. Once an assigned project has been completed and accepted by you, any subsequent requests for modifications, changes or revisions to the assigned project may be subject to additional fees.

In the event that you submit a request for any services under this Agreement but cancel or revoke said request prior to being accepted by a Team Member, you will not be responsible for any fees. However, if you cancel or terminate an assigned project (i.e., after a Team Member has accepted the request for Legal Support Services), you are responsible to pay for all of the Team Members' time spent on the assigned project up until the time of such cancellation or termination.

You agree to submit all billing disputes in writing to accounting@amataoffices.com within fifteen days of receiving an invoice. All disputes must include a) the invoice number being disputed, b) the charge description and amount being disputed and c) a thorough explanation of why the charge is being disputed. You agree to pay the undisputed portion of the invoice on or before the Service Fee Payment Date set forth on the invoice. If you do not follow exactly the above procedure, you waive all rights to dispute the invoice and agree that all charges on the invoice are accurate, valid and owed.

8. Suspension of Legal Support Services. Amata may suspend providing Legal Support Services or any other services provided to you under this Agreement without any prior notice: (a) if you materially breach any provision of this Agreement and Amata believes, in Amata's sole discretion, it is necessary to protect Amata or its Affiliates (the parent(s), subsidiaries and sister companies of Amata, including, but not limited to, Amata Holdings, LLC and Amata, LLC), including their owners, officers or employees, or other recipients of Legal Support Services, (b) if your account remains unpaid in any amount five days after the Service Fee Payment Date (c) upon rejection of any credit card charges, a returned check or if your card issuer (or its agent) seeks return of any payment previously made to Amata which Amata believes you owe, and/or (d) at Amata's sole discretion, without cause or prior notice.

9. Force Majeure. Notwithstanding anything to the contrary elsewhere in this Agreement, Amata has no liability to you for any interruption in Legal Support services or Additional Services or any other services caused by a Force Majeure. A Force Majeure event does not excuse you from paying for any Service Fees or Additional Service Fees due under this Agreement. In this Agreement, Force Majeure means causes beyond a Party's control, including but not limited to: acts of God; pandemics and epidemics; fire; explosion; vandalism; cable cut; storm; floor or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs; work

stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays.

10. Ownership of Work Product. You will own all rights to any work product generated by Team Members while completing any assigned project under this Agreement, except that Amata is permitted to maintain copies of such work product for its records. Otherwise, all documents and work product will be maintained for 60 days and then deleted.

11. Non-solicitation. Amata's and its Affiliates' employees, including Team Members, are an essential part of Amata's ability to deliver Services and Additional Services. You and your owners, officers, agents and employees agree that upon execution of this Agreement and for six months after you make final payment to Amata for Services and Additional Services provided under this Agreement, you and they will not directly or indirectly, on your/their own account or on the account of any other person or entity (a) solicit for employment, assist in employing, employ, hire or otherwise associate in business with any current employee or any former employee who was employed by Amata or an Affiliate within the prior six months, provided, however, that a general solicitation for employment not specifically directed at any such employee or former employee is not a violation of this provision, and/or (b) induce or attempt to induce any employee or member of Amata or an Affiliate to terminate his, her or its relationship with Amata or an Affiliate. For violations of the non-solicitation of employees or former employees (as defined above), you agree that actual damages would be difficult to determine and therefore agree to pay to Amata or an Affiliate (as applicable) as liquidated damages one-half of the most recent annual salary of the person solicited and/or hired. You agree that this liquidated damage amount is fair and reasonable as compensation for such breach. This provision survives termination of the Agreement by either Amata or you.

12. Class action waiver. Any arbitration or lawsuit to litigate any dispute in any forum related to this Agreement will be conducted solely on an individual basis. Neither you nor Amata will seek to have any dispute heard as a class action or in any other manner in which a party seeks to act in a representative capacity. No proceeding will be combined with any other proceeding without the consent of both Amata and you. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST AMATA OR ITS AFFILIATES, INCLUDING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL CASES OR ARBITRATIONS.

13. Attorneys' fees. Notwithstanding anything to the contrary contained elsewhere in this Agreement, if you or Amata (and/or any Affiliate) brings any action in any court that in any way arises under, is brought in connection with or relates to this Agreement, including questions about its existence, interpretation, validity or termination, the prevailing party in such action shall be entitled to recover its legal fees (including paralegal and/or law clerk fees), expenses (including expert fees, deposition costs, travel expenses and copying charges) and court costs from the other party.

14. Termination. Either Amata or you may terminate this Agreement at any time without cause. If this Agreement is terminated after provision of any services related to an assigned

project (i.e., after a Team Member has accepted the request for Legal Support Services), you shall pay Amata for the Legal Support Services and Additional Services or other services up through the effective date of termination. You have no right to reinstatement of this Agreement following termination.

15. Arm's length agreement. The Agreement between you and Amata is a business-to-business contract. The Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in matters related to the Agreement. In addition, each party has had the opportunity to have the Agreement reviewed by legal counsel of their choice. Accordingly, any rule or decision that would require construction of ambiguities against the drafter of the Agreement is not applicable and waived by the parties. The provisions of the Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and the Agreement. The headings in the Agreement are for the convenience of reference and shall not affect its interpretation.

16. Provisions partially or wholly unenforceable. If any provision of the Agreement is held to be invalid in whole or in part, the parties agree that such provision shall be modified to make it enforceable to the maximum extent permitted by applicable law. If any provision is held to be wholly unenforceable and unable to be modified to make it enforceable, then it shall be deemed stricken from the Agreement and the remaining provisions of the Agreement shall remain in full force.

17. Non-waiver. The waiver by any party of the breach of any provision of the Agreement by the other party, or the failure by either party to exercise any right granted to it under the Agreement, shall not operate as the waiver of any subsequent breach by the other party nor as a waiver of the ability to exercise such right.

18. Assignment. You may not assign the Agreement or your right to receive the Legal Support Services or Additional Services or any other services without express written consent of Amata. Amata may assign this Agreement at any time and without your consent.

19. Notices. Unless specified otherwise elsewhere in the Agreement, all notices are to be in writing and must be served by certified mail with postage prepaid, by overnight courier delivery or by email, with proof of delivery. If notice is to you, use of the mailing address and/or email address provided by you while requesting Legal Support Services, Additional Services or other services hereunder shall be sufficient. You agree to maintain a correct and current address, phone number and contact name on file with Amata, including upon termination of the Agreement. All notices to Amata must be sent to Amata Office Centers, 225 W. Washington St., 22nd floor, Chicago, Illinois 60606 or via email to accounting@amataoffices.com. All termination notices by you must be sent separately from any other notice.

20. Choice of law; forum selection. This Agreement is governed by the laws of the state of the Illinois without regard to its choice of law provisions. Any dispute relating to or arising out of the Agreement or the provision of the Legal Support Services, Additional Services or other

services hereunder shall be brought exclusively in either the Circuit Court of Cook County, Daley Center, Chicago, Illinois or the Northern District of Illinois, Eastern Division courts located in the Dirksen United States Courthouse in Chicago, Illinois. You agree to submit to the jurisdiction of the foregoing two courts in Chicago, Illinois.

21. Waiver of Jury Trial. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY IN ANY MATTER OR DISPUTE ARISING OUT OF, CONNECTED WITH OR OTHERWISE RELATED TO THIS AGREEMENT.

22. Entire agreement. This Agreement is the entire agreement between Amata and you and supersedes all prior representations, understandings, written and oral agreements, unless you are a Member subject to the terms and conditions of a Member Service Agreement (MSA), as the terms are defined in Amata’s “Terms & Conditions” on its website, <https://amata.amatacorp.com/acton/attachment/20892/f-2fa580ba-8f28-4033-a7bf-4254c18cd704/1/-/-/-/-/Amata%27s%20Terms%20and%20Conditions.pdf>, in which case all provisions of such MSA shall remain in full force in effect, with the terms of this Agreement controlling over the terms of the MSA in the event of any conflict. You acknowledge and agree that you are not relying on any representations or understandings, written or oral, related to or connected with this Agreement, unless such representation or understanding is expressly contained in this Agreement.

HEREBY ENTERED INTO BY:

AMATA MANAGEMENT, LLC

LAW FIRM / ATTORNEY

_____, _____
Date

_____, _____
Date

By: _____
Its authorized representative

By: _____, _____
Signature Title

Printed Name: _____

Law Firm Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Emails: _____