



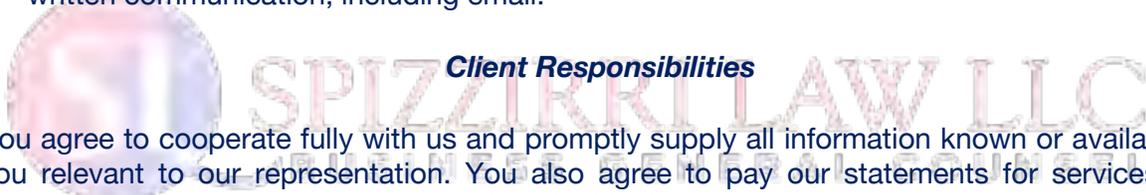
ENGAGEMENT LETTER OF SPIZZIRRI LAW, LLC

Dear Client:

We are pleased that you have engaged Spizzirri Law, LLC to serve as your legal counsel. This letter will confirm our discussion about the terms and conditions of the engagement and will describe the basis on which the firm will provide legal services to the Client. Accordingly, we submit for your approval the following provisions governing this engagement. If you agree, please populate your preferred contact details, and sign this letter in the space provided on Page 4 below. If you have any questions about these provisions, or if you would like to discuss modifications, do not hesitate to call me to discuss.

This engagement is limited to assisting the Client with the specific legal issues you have asked us to consider. We understand that our Client, for purposes of this representation, is the Client you identified on Page 4 and not any individual owner, affiliate, or any other person interested in this matter. The scope of this engagement is limited to providing our Client, identified by you on Page 4 of this Engagement Letter, with the following legal services:

- 1) General Business Law Matters; and
- 2) Any additional legal services you request, and we agree to perform, and confirmed in a written communication, including email.



Client Responsibilities

You agree to cooperate fully with us and promptly supply all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses under the fee agreement outlined in this document.

Supervision and Delegation

I will be the Attorney who will coordinate and oversee the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our firm when, because of a unique experience, time availability, or other reasons, they are in a better position to carry them out. Also, we will try, where possible, to delegate tasks to persons who can adequately perform them at the least cost to you.

Waiver of Future Conflicts

As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are serving the Client, some of our present or future clients will have disputes or transactions with the Client. The Client agrees that we may continue to represent or may undertake in the future to serve existing or new clients in any matter that is not related to our work for you, even if the interests of such clients in those other matters are directly adverse. You should know that in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Financial Arrangements

The budget for our services will depend upon the course of the project. The parties agree to be in regular communication about budgeting, progress billing, and deliverables. Incorporated into this Engagement Letter is the attached Memorandum about financial arrangements with clients generally and our document retention policy. Please read it carefully so that you will fully understand the financial commitments you are making. Please promptly share your questions and concerns about these financial arrangements with me so that we may discuss them and reach a full understanding.

Spizzirri Law LLC's rates for the work by its attorneys, paralegals, and legal assistants vary based on the individuals involved' experience and ability. Typically, we adjust these rates from time-to-time, at year-end, to reflect changing economic conditions. Suppose the firm increases rates during this engagement. In that case, we will provide you with written notice of those changes for the personnel working on this engagement, and we will charge at the adjusted rates for work performed following this notice. Ethics rules governing attorneys require that we communicate the basis or rate of legal fees in writing to you. Accordingly, set out below are the firm's current billing rates for the attorneys and legal professionals who may be working on your matter. If you have any questions about the fees charged for your representation, please contact me.

Professional Class	Hourly Rate	Effective Date
Paul M. Spizzirri, Esq.	\$500	01/01/2021
Paralegals	\$250+	
Associated Attorney	Negotiated	

Payment Terms

Fees paid within five (5) business days of receipt of our invoice may enjoy up to a ten (10%) percent discount off our hourly rates as reflected in a Credit Memorandum applied when that prompt payment is received. This discount will not apply to expenses incurred on your behalf, including filing fees, supplies, postage, and other direct costs we incur to provide our services to you. Please refer to the attached Memorandum of Firm Policies for more information about the application of Advanced Deposits and payments.

Our engagement begins upon your written consent to the terms of this engagement agreement, and the payment of any amounts due are received. Our wiring instructions are attached below for your convenience. As we have discussed, the fees and costs relating to this matter are not very predictable. Accordingly, we have made no commitment to you concerning the highest charges and expenses that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the outcome of the case or matter.

Invoices typically may be issued Bi-monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any invoice is still unpaid for more than thirty (30) days, simple interest may be charged against the outstanding balance at the annual rate of eighteen (18%) percent or 1 ½ percent per month. Suppose any invoice remains unpaid for more than 90 days. In that case, we may stop performing services for you until arrangements satisfactory to us are made to pay the

outstanding balance and the amount of future fees and expenses and terminate the engagement. Suppose any statement is still unpaid for more than 180 days. In that case, we may place the account for collection with a third party after adding a twenty (20%) percent collection fee to the outstanding balance, including fees and interest. The Client agrees to pay all costs of collection, including filing fees, direct and incidental expenses, and attorney fees associated with any past due balance placed for collection in addition to interest and the 20% collection fee.

Term of Engagement

Either of us may end the engagement at any time for any reason by written notice in compliance on our part to applicable rules of professional conduct. If we end the engagement, we will take such steps as are practical to protect your interests in the above matter, including consultations with subsequent counsel and providing him or her with whatever papers you have provided to us. If Court permission for withdrawal is required, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Post-Engagement Matters

You are engaging the firm to provide legal services about a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could impact your future rights and liabilities. Unless you engage us after completing the matter to provide more advice on issues arising from the matter, the firm has no continuing obligation to advise you concerning future legal developments. If you agree with the terms and conditions presented above, please populate and execute Page 4 of this engagement agreement and promptly return it to me by email or fax.

We are pleased to have you as a client and look forward to a mutually satisfying and beneficial relationship. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues we are working on but also the client-attorney relationship itself. We hope you will not hesitate to discuss with us any questions or concerns you might have about either.

Sincerely,



Paul M. Spizzirri, Esq.

Client's Preferred Contact Information & Signatures

Client's Primary Contact Name:

Client's Secondary Contact Name:

Client's Preferred Email:

Client's Preferred Phone Number:

Client's Preferred Name and Address:

Client's Preferred Fax Number:

Client's Web Site URL:

Client's Authorized Signature



A Memorandum of Firm Policies is attached and incorporated into this engagement letter by this reference.

MEMORANDUM OF FIRM POLICIES

I. FINANCIAL ARRANGEMENTS

a. Periodic Billings for Legal Services. Unless we have reached a separate agreement in a specific matter, the firm provides statements for legal services at least monthly. We email invoices and statements about the middle of the month following the latest date covered in the statement. In retaining Spizzirri Law LLC, you agree to pay our statements upon presentation. If you do not pay statements within 30 days after receipt, the firm may, at its option, charge a late fee at the rate of 18% per annum (1 ½ % / Month) on balance due. Please direct financial inquiries and requests for copies of invoices or statements to accounting@spizzirri.co .

b. Determining the Fee. In fixing fees for services, our lawyers are bound by the rules of professional conduct established by the Supreme Court. These rules list several factors to be considered in setting up a fee. These include time spent, reputation, the skill and experience required to complete the services correctly, the extent to which the acceptance of the 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. The firm sets the fees for its services based primarily on hourly rates for the lawyers or paralegals performing the services. These rates reflect the experience and ability of the individuals involved. We may adjust hourly rates from time-to-time, at year-end. We will use the modified rates in setting fees for work performed after such adjustments. Circumstances, including those set out above, may require a departure from the application of hourly rates. We may expressly agree in writing about a different basis for our fees.

c. Paralegals. Paralegals or legal assistants may do specific work. Although not lawyers, such persons have undergone training to perform certain services that lawyers would otherwise need to complete. Lawyers supervise all work. The use of paralegals allows us to deliver legal services to you at a lower cost.

d. Contract Personnel. When the nature of a specific engagement or personnel needs requires, we may use contract lawyers or paralegals to assist on a particular project. Ordinarily, we bill for their services based on the individuals' experience and ability on the same basis as for "regular" lawyers and paralegals.

e. Client Disbursements. Most matters need the firm to incur certain expenses on your behalf. Some of these reflect payments to third parties, while others represent internal costs incurred to provide services. These expenses include items such as fees for court filings, delivery and copying charges (including electronic copies), travel expenses, computer-aided research, and a variety of others. In retaining the firm, you agree that we have the authority to use our judgment in making such expenditures on your behalf and that you will pay such amounts as billed on our periodic statements. We will do our best to minimize these costs and pass on to our clients any discounts. We will seek your approval before incurring significant items of expense. If the nature of the matter is such that we expect considerable advances, we may need a separate deposit for such purpose. We also may ask that large individual items such as expert witness fees, the costs of deposition transcripts, and high printing costs be billed directly to you by the vendor. You agree to pay such items as charged by the vendors.

f. Arbitration of Disputes. You and we agree that any controversy arising out of or related to your relationship is settled by binding arbitration in Atlanta, Georgia. The party wishing to begin the arbitration shall notify the other party. Within fourteen days after the other party's receipt of the notice, both parties shall try to agree on an arbitrator's choice. Suppose the parties do not reach an agreement on the selection of an arbitrator during those fourteen days. In that case, the President of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), 1201 West Peachtree, N.W., Suite 2650, Atlanta, Georgia 30309, or any successor to that entity, shall designate a member of JAMS (or a successor) to arbitrate the dispute. The arbitrator shall follow the rules and procedures of the American Arbitration Association (but the arbitration shall not be conducted by or under the supervision of that organization). You and we further agree to abide by and perform any award and that any award is enforceable by the district court of the county in which the arbitration was conducted.

PLEASE NOTE: By agreeing to arbitrate any disputes with this firm, you are waiving your right to file a lawsuit to resolve such conflicts and certain rights you otherwise may have at law (including by way of illustration but not of limitation, any right to a jury trial). By executing and returning this Agreement to us, you agree to waive any such rights that you may otherwise have in the event of a dispute with the firm.

II. ELECTRONIC COMMUNICATIONS AND PAPERLESS CLIENT FILES.

Unless you notify us otherwise, we regard your acceptance of this Agreement as including your consent to communicate electronically and your consent for Attorney to maintain Client's files in digital format, including secure unlimited storage of shared client files utilizing the Enterprise Edition of Box (<https://spizzirri.account.box.com/login>) for cloud computing and data storage, financial accounting systems including QuickBooks Online Advanced, Encrypted communication, firewalls, and multi-layer access controls and payment processing services by Wells Fargo Bank.

Each party shall use commercially reasonable procedures to check for the most known viruses and check data integrity before sending information to the other electronically. Still, each party recognizes that such systems cannot guarantee that transmission will be free of computer viruses. It is always the party's responsibility to receive electronic communication from the other to carry out a virus check on any attachments before opening any documents, whether received on disk or otherwise.

III. DOCUMENT RETENTION POLICY

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our Client's representation will terminate our sending you our final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential under applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain our files about the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

All such documents kept by the firm will be transferred to the person responsible for administering our records retention program. For assorted reasons, including minimizing unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the engagement termination. If a client wishes to make other arrangements for the retention or disposition of files, the Client should advise the firm in writing. Whatever alternative arrangements are agreed to should be put in writing, so both the Client and the firm are clear on their obligations. Suppose at any time the Client's files become subject to a legal or administrative process or become relevant to pending or threatened litigation. In that case, the Client should also advise us promptly, so the firm can take appropriate steps to preserve those files. After a representation, even if the Client directs the firm to return files from the representation, the firm always reserves the right to retain a copy of the client files.

WIRE TRANSFER INSTRUCTIONS

For receiving wire transfers in United States dollars

To avoid processing delays, please use the following routing instructions for wire transfers:

For Domestic Wires Wire Routing Transit Number (RTN/ABA) 121000248

For International	SWIFT/BIC code WFBIUS6S
Bank Name	Wells Fargo Bank, N.A.
Bank Address	420 Montgomery
City & State	San Francisco, CA 94104
BNF/Field 4200	6354369388
Beneficiary	Spizzirri Law, LLC
CHIPS Participant	0407

THE CLIENT CAN MAKE PAYMENTS BY CLICKING ON THE "MAKE A PAYMENT" TEXT BUTTON ON OUR WEBSITE'S **RESOURCES** TAB AT www.Spizzirri.co/Resources

YOU MAY DEPOSIT PAYMENT AT ANY WELLS FARGO BANK N.A. BRANCH TO THE BENEFIT OF SPIZZIRRI LAW LLC ACCOUNT NUMBER 6354369388