

Thank you for trusting Stake for your legal needs. These Engagement Terms, together with all open Statements of Work, in each case naming the client identified in the Statement of Work incorporating these Engagement Terms ("Client," "you," "your"), form the entire agreement ("Agreement") between you and Mertzluft Law PLLC d/b/a Stake ("Stake" "we," "us," "our"). These Engagement Terms supersede and replace all prior terms, letters, estimates, proposals, negotiations, agreements, or engagement letters, oral, written, or otherwise, as to all open Matters. Please review this Agreement carefully, as it defines responsibilities and expectations. You have the right to review this Agreement outside of our presence and with the aid of separate counsel at your expense.

How & When Effective. A Statement of Work is effective and open upon our written approval of the Statement of Work after (i) you approve the Statement of Work by a writing received by us or by clicking the "Approve and Agree" button associated with the Statement of Work and (ii) we receive cleared payment in full for the deposit listed on that Statement of Work, if any. Until a Statement of Work becomes effective, this Agreement does not take effect as to the Statement of Work, and we are under no obligation to provide any legal services to you as to the Statement of Work.

1. Our Representation of You

Who We Represent. Under this Agreement, we only represent you. We don't represent your founders, affiliates, shareholders, directors, officers, partners, members, employees, customers, or the person executing this agreement if the Client is an organization. There are no intended third-party beneficiaries to this Agreement.

Scope of Representation. We will represent you in one or more Matter(s), each consisting of a scope of work set forth in a Statement of Work as supplemented or modified by any applicable supplemental Statements of Work identifying the Matter.

Matters. One or more Statements of Work or portions thereof may be designated by us as pertaining to a legal matter ("Matter"). Our representation of you in a Matter is limited exclusively to the scope of work as set forth, amended, or supplemented by Statements of Work associated therewith. A separate Statement of Work is necessary to perform any other work in association with the Matter.

Statements of Work. A Statement of Work originates, amends, or supplements our scope of work in a Matter. Each Statement of Work: (i) comprises one or more scopes of work, each pertaining to a Matter; (ii) may be amended by written agreement between you and us; (iii) may be superseded by a later Statement of Work identifying the same Matter only to the extent of any clear conflicting terms; (iv) supersedes any term of these Engagement Terms only to the extent of any clear conflicting terms; (v) terminates automatically when the completion criteria listed in a Statement of Work are met, or if none, the Matter is terminated; and (vi) is void if not made effective within 10 business days from its document date.

Legal Services Only. Our representation of you includes only legal services. It does not include advice or services regarding accounting, tax, transfer pricing, valuations, finance, or management, even if we discuss them with you.

Subscription (Clients with Subscriptions Only). If you are or become a subscriber client, the services and pricing currently accessible in your subscription are viewable any time at <https://stake.law/pricing/>. We will provide at least 30 days' notice of any changes in available services or pricing for your subscription. Your subscription fee is earned by us at the start of each subscription cycle. You must maintain a current and valid payment method on file with sufficient funds to pay all fees and expenses via automatic billing. Services and discounts do not add up, accumulate, accrue, or otherwise carry over to subsequent months—we will not remind you to use the services made accessible by your subscription. You may cancel your subscription at any time by sending us a written notice, and your subscription will end at the conclusion of that month. Unless also canceled, this Agreement and open Statements of Work survive cancellation of the subscription, and future work will be billed at normal rates.

2. How We Bill

Our Fees. Our fees will be charged on an hourly basis in one-tenth of an hour increments based on our then-current hourly rates. Our current hourly rates are \$550/hr for attorneys and \$250/hr for paralegals. Our rates are reviewed and adjusted from time to time, but no rate change will impact our representation of you without notice to you. We may from time to time agree in writing to a flat fee for a Matter, Statement of Work, phase, order, or task.

Expenses. Expenses incurred by us on your behalf are your legal responsibility and are separate from our fees. We may instruct vendors to bill us directly or make advance payments on your behalf; if we do, we will bill these costs back to you without markup, itemized, and including any transaction fees. Any delay by vendors in submitting their invoices to us does not affect your obligation to pay them. Examples of these expenses include government and foreign legal fees, third-party search fees, document and copying costs, delivery, expert, travel, lodging, and all other necessary costs for the legal services. Furthermore, expenses also include costs we incur if we are later required to appear or

produce documents in connection with any regulatory or legal proceeding (e.g., an audit, investigation, or litigation) related to you or any Matter.

Estimates & Budgets. We may provide estimates or budgets for fees and expenses related to the Matter(s) now and in the future. While we aim for accuracy, no estimate or budget is binding due to the variable nature of legal services. Every legal case is different; additional information or the actions of other parties may make a Matter easier or more difficult. If it becomes clear that an adjustment is needed, we will discuss it with you first.

Billing. We will bill you for any outstanding fees or expenses on a monthly basis. Our bills are payable immediately and due within 15 days of issuance, regardless of any outcome or status of any Matter. ACH or wire transfer instructions may be requested by emailing us at clientsupport@stake.law. If you have a payment method on file with us, we will charge your payment method on file for outstanding balances of an undisputed invoice after 15 days. Balances unpaid when payment is due will accrue a late charge of 1.5% per month until paid. If you have any questions relating to services rendered, fees, or expenses, please contact us immediately. You must notify us in writing within 15 days of an invoice's date if you dispute any entry for fees or expenses on the invoice. If we don't receive such a notification, you accept the invoice as correct. If a third party remits payment on your behalf, we will not provide access to your confidential information to or accept instructions from the third party.

Deposit. A deposit set forth in a Statement of Work, if any, is required, and we may periodically require further deposit or replenishment payments to cover our services, all of which are due upon receipt. All deposits are maintained at the client level, meaning we may apply any portion of your deposit balance toward any fee or expense billable to you. Unless otherwise specified in a request, you retain ownership of your deposit balance, which we will place into a separate trust account where interest will be handled according to applicable attorney trust account rules. You represent, warrant, and agree that all funds submitted as a deposit belong to you and, if returned, will be sent back to you, provided that no interest will be paid upon return of any deposit balance and no return will be issued unless the corresponding funds have cleared in our account.

3. How We Work

Staffing & Delegation. We may delegate aspects of any Matter to associates, assistants, paralegals, law clerks, secretaries, technology specialists, investigators, consultants, whether employed or contracted by us.

Joint Representation & Fee Division Consent. If your Statement of Work names another lawyer/law firm outside of Stake ("sharing firm"), we and the sharing firm will share responsibility for that Statement of Work and receive the designated share of the resulting fees, to which you consent. If the sharing firm is to provide a consolidated invoice for work performed on the Matter, whether as directed by you or the sharing firm on your behalf, we will bill you in care of the sharing firm for our portion of the fees earned and all expenses incurred by us, provided that you remain responsible to us for all balances due on such an invoice under the terms set forth in this Agreement. This Agreement remains the sole and entire agreement between you and us, and the sharing firm is neither a party nor a beneficiary to this Agreement. You are responsible for entering into a separate engagement agreement with the sharing firm.

IP Matters. Intellectual Property (IP) Matters present unique challenges. For example, it is common—regardless of subject matter or lawyer—for IP applications to receive a rejection or objection from the government that requires our response. Furthermore, any prior art search is not exhaustive; new information may surface or existing information may be interpreted differently. You must immediately inform us of all prior disclosures, sales, or offers for sale (even private ones), as these actions can bar your ability to obtain a patent, and we are legally required to disclose all information material to patentability to the U.S. Patent and Trademark Office (37 C.F.R. § 1.56(a)). If you are contemplating foreign IP protection (via PCT, Paris Convention, etc.), you must also notify us immediately, as these options have strict deadlines and different novelty laws. Unless otherwise agreed in writing, we are not obligated to advise on, file, or remind you of deadlines for foreign or international applications, extending IP rights into other jurisdictions, converting provisional applications to non-provisional patent applications, or paying maintenance, renewal, or annuity fees; any such reminders are a courtesy only.

Procedural Control. Given our professional responsibilities, we retain control over procedural decisions in any Matter—including extending deadlines, deciding whether and how to cooperate with a government entity or opposing counsel on scheduling, and determining how the Matter should be argued or presented before any tribunal or agency—as long as, in our judgment, your position will not be substantively harmed.

Communication & Cooperation. We will keep you updated on the status of each Matter, notify you of major changes, and consult with you or the inventors as needed. In return, you must ensure prompt communication and cooperation with us by providing complete, truthful, timely, and accurate information for each Matter, or as it otherwise becomes known to you. You must also promptly notify us of any changes to your structure, ownership, contact information, the personal information of individuals related to any matter, or any extended unavailability of you or the inventors. Our communications will

generally be sent via email to the most recently provided address or via direct message, if applicable; you acknowledge that our confirmation of transmission (e.g., no "undeliverable" notice) serves as confirmation of your receipt. You will be responsible for any delay and the resulting legal consequences caused by you, any inventor, employee, or agent in providing full responses to requested information or instructions. You consent to the use of electronic signatures wherever permitted.

Developed IP. As between you and us, your confidential information, your IP, including any suggestions or recommendations made by us to improve your IP, are owned by you. We own all other IP, know-how, and subject matter expertise in any form developed by us in connection with this Agreement, which we may use in connection with other engagements for other clients.

Artificial Intelligence. We may in our discretion use artificial intelligence tools (e.g., Westlaw CoCounsel, Microsoft Copilot, Google Gemini, Google NotebookLM, Perplexity, OpenAI, locally-hosted models or others) as long as such usage conforms to our professional ethical duties and obligations, including those of confidentiality and oversight.

Paperless File, Retention, & Destruction. We will store each Matter's file in your Client File digitally insofar as possible and in accordance with data security standards satisfying our confidentiality obligations. Upon your provision of a document or thing to us, we may create a digital copy and, absent your written instruction at the time of delivery of the document or thing, destroy or dispose of the provided document or thing. We'll provide digital copies of documents (other than internal law office documents or informal communications) from your Client File or any Matter's file upon request during the term of this Agreement, barring unusual circumstances or legal cause. After a Matter is closed or this Agreement is terminated, we'll digitally retain the corresponding files (other than internal law office documents or informal communications) for seven years. After that retention period, we may destroy the files without notice to you. If you make a written request during the retention period, we will provide one digital copy of the requested file.

4. Additional Terms

Conflicts of Interest. Because of our geographical reach and broad legal practice, it is possible we may now or in the future represent parties in matters in which their interests are adverse to your interests or those of your affiliates. You agree we may continue to represent or may in the future represent new or existing clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those matters may be adverse to you (directly or indirectly). However, this prospective consent to conflicting representation shall not apply where, as a result of any given matter, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. We have asked for similar agreements with many of our other clients to preserve our ability to represent you.

Corporate Family Representation. If now or in the future we are engaged by multiple members of your corporate family (e.g., parents, subsidiaries, and affiliates), you acknowledge you have determined it is economically preferable for us to represent you and certain other members of your corporate family, even though representing multiple family members raises special conflict-of-interest issues, such as those related to acting, negotiating, and sharing confidential information. By continuing with this arrangement, you waive conflicts of interest between you and each corporate family member we represent, and you expressly consent to our sharing your confidential information with each other corporate family member as necessary to comply with your instructions and applicable law (e.g., our patent duty of disclosure). We will only agree to or continue in such representation if it is not prohibited by law or ethical rule, your interests are generally aligned (not fundamentally antagonistic), the matter does not involve a claim by one of you against the other, and all parties agree to terms materially reflecting this Section.

Advice of Counsel. We may from time to time seek legal advice about our own rights and responsibilities regarding our representation pursuant to this Agreement from our own attorneys or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the occurrence nor the substance thereof must be disclosed to you.

Publicity. You permit us to disclose and publish worldwide and perpetually, without further compensation (including for marketing and business development): that you are or have been a client of the Firm; your publicly-available names, logos, trademarks, brands, and the content of any publicly-available review of our services; and general descriptions of services rendered or information already contained in a government publication (like a patent, trademark registration, or court document) only if that information is otherwise public. Furthermore, we may engage with (e.g., like, share, tag) your or your employees' social media accounts or activity, or share any other information you permit us in writing to share. To be clear, this provision does not allow us to disclose any non-public information unless you have specifically authorized its disclosure.

NO GUARANTEES OR WARRANTIES. CONSISTENT WITH OUR PROFESSIONAL OBLIGATIONS, WE AND OUR MEMBERS, ATTORNEYS, EMPLOYEES, AFFILIATES, AGENTS, AND VENDORS CANNOT AND DO NOT MAKE ANY REPRESENTATION,

WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING ANY POSSIBLE OUTCOME, COST, VALUATION, OR TIMING OF A MATTER. OUR EXPRESSIONS MAY BE BASED UPON EXPERIENCE AND JUDGMENT BUT ARE NEVERTHELESS ONLY OPINION AND ARE NOT GUARANTEES OF RESULTS, PROMISES, OR OTHER REPRESENTATIONS. PRIOR RESULTS DO NOT GUARANTEE A SIMILAR OUTCOME.

Privacy Policy & Communications Consent. During our representation, we will collect certain personal information, including what you must provide for us to perform our services. We may also collect personal information for future communications, including marketing communications, with you. All collection and processing of personal information will comply with our then-current Privacy Policy (accessible at <https://stake.law/legal/>) and all applicable ethical rules.

Governing Law. This Agreement, and all questions concerning its validity, interpretation, performance, and enforcement, is governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. We have published New York's Statement of Client's Rights and the Statement of Client's Responsibilities at <https://stake.law/legal/> for your review.

Arbitration. We do not anticipate having any disagreements with you regarding this Agreement. But if any disputes arise, you should provide notice to us immediately. If we are unable to resolve a dispute between you and us, then we and you herein agree to submit the matter to arbitration before the American Arbitration Association or JAMS. In the event that a dispute arises between you and us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York, a copy of which will be provided upon request.

Matter Completion. When a Matter is complete or is terminated, our representation of you with respect to that Matter terminates, and we do not need to keep you informed of Matter-related developments, changes in law, or other impacts on related rights and liabilities. Shortly after a matter is complete, we will close the Matter and send a final bill. A Matter is complete on the earlier of: final disposition by a court, administrative tribunal, or administrative agency, excluding appeals unless our representation of you in that matter expressly includes appeal; if the nature of the Matter is such that no disposition is sought from a government entity (i.e., is transactional), when we determine the Matter is complete; you fail to respond to a time-limited request provided by us necessary for continued prosecution of the matter; you instruct us to stop work on or abandon the Matter; we are required by rule to withdraw; or the Agreement is terminated.

Termination. You may terminate this Agreement or any Matter by giving us written notice. We may also terminate this Agreement and withdraw our representation for several reasons, including if a requested deposit remains unpaid for over 15 calendar days, any balance is unpaid for over 60 days, you breach this Agreement, you purport to revoke any conflict waiver (whether or not effective), you refuse to cooperate or follow our material advice, you misrepresent or fail to disclose material facts, or in any other circumstance permitted by ethical or court rule. Should we need to stop representing you, we will take all reasonable steps to protect your interests in any affected open Matters. Termination of this Agreement terminates all open Matters. This Agreement terminates automatically if 60 days pass without an open Matter; this is effective as of the date the last Matter was completed. Termination ends our attorney-client relationship but does not affect fees earned, expenses payable, or our obligations of confidentiality. Following termination, we will send you a final bill for all outstanding fees and expenses, which you agree to pay. Our sending you information after termination (like newsletters) is not legal advice and does not reestablish the attorney-client relationship.

Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in one jurisdiction, it will not affect the validity of any other provision, nor will it invalidate that same provision in any other jurisdiction. Should any term be ruled invalid, illegal, or unenforceable, you and we agree to negotiate in good faith to modify this Agreement in a mutually acceptable way that preserves the original intent of the affected term as closely as possible.

Authority to Execute. The person executing this Agreement represents and warrants that he or she has the legal authority to execute this Agreement on the Client's behalf and to bind the Client thereto.

©2025 Mertzlufft Law PLLC dba Stake. All rights reserved. Current Version: 2025-11-03. Previous versions available upon request.