

LEGAL SERVICES AGREEMENT AND FOUNDERS ACKNOWLEDGEMENT

You have received an e-mail (the “Client Engagement E-Mail”) from Gerard J. Murfitt (hereinafter “we” or “us”) which contains an electronic link to or an electronic copy of this Legal Services Agreement and Founders Acknowledgement (together the “Agreement”). For the purposes of this Agreement, the terms below shall have the following meanings:

“Client” shall mean the individual and/or entity / entities listed in the Client Engagement E-Mail (or any following written response by you or us thereto) specifying the exact legal name of the individual and or entity / entities that is/are engaging us to provide legal services on his, her, its or their behalf. Where more than one individual and or entity is listed as a Client in the Client Engagement E-Mail, each Client shall be deemed to be entering into this Agreement separately, severally and not jointly. Client is also referred to in this Agreement as “you.”

“Founder(s)” shall mean the individuals listed in the Client Engagement E-Mail (or any following written response by you or us thereto), as applicable, specifying the exact legal names of the individuals principally involved in starting or operating a business venture.

“Managing Attorney” shall mean Gerard J. Murfitt, Esq.

By responding in writing to, and indicating your acceptance to the Agreement (whether by e-mail or otherwise), you represent, on behalf of Client and in your capacity as a Founder (to the extent applicable), that you have read this Legal Services Agreement which includes the terms of engagement and Founders Acknowledgement, that you understand and agree to its terms and provisions, and that you are authorized to do so on behalf of the Client and Founder (to the extent applicable). The Client Engagement E-mail and this Agreement shall be deemed to be one instrument and agreement (the “Terms of Engagement”), and you represent and agree, on behalf of Client and as a Founder (to the extent applicable), that your written response (whether by e-mail or otherwise) accepting the Term of Engagements shall (i) be deemed to have the same legal effect as physically signing your acceptance to the Terms of Engagement, (iii) the Terms of Engagement shall have full legal effect, and (ii) you have full legal power and authorization to enter into this Agreement on behalf of Client and Founder (to the extent applicable).

1. Legal Services:

- a. **Scope:** We will provide you (excluding the Founder(s)) with legal services in connection with general corporate matters. If we provide any services to your affiliates or any other party or individual at your request, you agree, by accepting our provision of services, to the terms of this Agreement in connection with such services even if this agreement is not otherwise formally accepted or signed; in other words, your expressed desire to engage us to provide services on behalf of another party shall be deemed to be automatic acceptance of this Agreement. We will keep you informed of our progress and answer your questions about our projects and services. We will do our best to meet your timing requirements and priorities. You will cooperate with us, disclose all relevant information concerning the matters we are handling, keep us informed of developments and let us know immediately if you are dissatisfied with any of our services. You agree that any legal services we may have provided to you prior to entering into this Legal Services Agreement, and all legal services we will provide you in the future are subject to (i) all the provisions and terms of engagement as set forth herein, and (ii) our terms of use. Unless you otherwise instruct us in writing, you hereby appoint us and direct us to act directly on your behalf, and in your name, with respect to routine corporate matters that are in your interest such as (i) securities filings, (ii) compliance matters (including annual statements and franchise tax matters), (iii) obtaining federal or state tax ID numbers, and (iv) obtaining registered agent representation. For all purposes (including, without limitation, the assessment of applicable taxes), you agree that all services provided to you shall be provided, and be deemed to be provided, in the jurisdiction where Gerard Murfitt physically is located when providing such services (including, without limitation, outside the United States).
- b. **Limitations:** We do not guarantee any particular outcome or result, but will use professional diligence to meet your legal needs. Further, it will be your responsibility, not ours, to keep track of and take all steps necessary to preserve over time your rights and interests arising from this engagement. For example, it may be necessary to renew a security interest initially granted to you in the course of a transaction in which we represent you. We will not undertake responsibility for protecting those rights or interests unless we expressly agree to do so in writing. Finally, we will not be providing any tax advice in connection with this engagement, including, without limitation, tax structuring or tax consequences arising out of the matters covered by the engagement. Many transactions have various tax consequences which may significantly impact upon your interests. You may wish to consult knowledgeable professionals as to such consequences. Although we do not advise on tax matters or tax consequences,

we would be pleased to provide you with a referral to an outside tax attorney; however, we do not accept any responsibility or liability in connection with any advice you may receive from any such third-party referral.

2. **Managing Attorney:** Gerard J. Murfitt will be the Managing Attorney for this engagement and will serve as your attorney contact. All questions concerning services, bills and other administrative matters should be directed to your Managing Attorney.
3. **Billing and Expenses:**
 - a. **Bills and Rates:** We will provide you with itemized bills on a monthly basis. You will remit payment within fifteen (15) days after the date of our invoice. If payment is not received then You will be assessed interest at a rate of the lower of (i) 1% per month, or (ii) the highest rate allowable under applicable law. The current billing rates of the attorney who are expected to work on matters have been provided to you via e-mail. We may increase our rates annually. Any questions regarding our bills should be directed to your Managing Attorney. We will bill on an hourly basis unless your Managing Attorney has agreed with you in writing to a different billing arrangement. To the extent we reasonably incur fees or other expenses on your behalf, you agree to reimburse us for these costs or pay them directly. You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our attorneys and legal specialists; however, if such expenses are necessary they will be subject to your prior written consent.
 - b. **Costs and Expenses:** We will not bill for routine disbursements, such as local telephone calls, routine photocopying, word processing, faxes, postage and the like. Significant out-of-pocket expenses, such as computerized legal research, air freight and courier and out-of-town accommodations and meals, will be billed to you or, if paid by us, itemized and billed directly at our cost. Upon our request, you agree to advance payment for any significant expenses, provide account numbers for air freight or courier shipments, make hotel and transportation arrangements through your travel agent, and the like.
4. **Files and Mail:** We do not keep paper files. Any original documents (such as signed agreements, original government filings and stock certificates) will be sent to you for safekeeping. We operate virtually and do not have a central office.
5. **Termination of Legal Services:** You may terminate our services at any time upon written notice to us. We may terminate our services at any time consistent with the applicable rules of professional responsibility. In addition, in the unlikely event that circumstances make it necessary to do so, we reserve the right to withdraw from this engagement for non-payment of our fees or for any other reason authorized or required by the applicable rules of professional responsibility. Upon any termination of our services, we will, upon your written request, deliver to you your documents and files in electronic format. We will have the right to retain copies of these documents and files for archival purposes.
6. **Professional Matters, Including Relationships With Others:**
 - a. **Potential Conflicts:** In engaging us, you agree by signing and returning this letter that we are not precluded from representing in matters not substantially related to this engagement a client adverse to you, whether in a business transaction, in litigation or otherwise. You agree that you do not consider such concurrent representation of clients who are adversaries in unrelated matters to be inappropriate, even where we represent a client who is directly adverse to you in that matter, while at the same time we represent you in an unrelated representation. You therefore waive any objections to any such present or future concurrent representation and agree not to attempt to disqualify us from that other representation, despite any conflict of interest arising from the fact that you are a client of ours. Without limiting the generality of the foregoing, you acknowledge that we regularly represent venture capital firms, investment banking firms and others (collectively, "Professional Investors") who make investments in companies, act as their underwriters or otherwise participate in their financing efforts. It is possible that one or more Professional Investors who are then current clients could invest in you, or engage in other business dealings with you. You acknowledge that we represent many venture-backed companies in general corporate matters. It is therefore possible that we may represent a number of companies with whom you have business dealings, or with whom you compete in business matters. We may have represented, and may again in the future represent, such companies. ***IT IS A CONDITION TO OUR ACCEPTANCE OF THIS ENGAGEMENT THAT YOU CONSENT TO OUR REPRESENTATION OF SUCH CLIENTS IN UNRELATED MATTERS DIRECTLY ADVERSE TO YOU. ACCORDINGLY, YOU GRANT SUCH CONSENT AND ACKNOWLEDGE THAT IT IS FULLY INFORMED AND FREELY GIVEN, DESPITE THE FACT THAT IT IS GRANTED IN ADVANCE AND WITHOUT FOREKNOWLEDGE OF THE NATURE AND SCOPE OF THE ADVERSITY THAT COULD DEVELOP.*** If we represent one or more of your

affiliates, you and each affiliate (as applicable) hereby (i) waive any and all conflicts which may arise between you and one or more of your affiliates, and (ii) agree to the concurrent representation of you and your affiliates.

- b. No Individual Representation:** You agree that we are not representing any of your shareholders, founders, directors, officers, partners, members or employees in their individual capacities, and that situations may arise in which our representation of you may be adverse to those individual interests.

7. Binding Arbitration of Fee and Other Disputes:

If you disagree with any of our bills or have any other concern about our services or the results achieved, you should notify your Managing Attorney immediately. We will attempt to resolve any such disagreements in a fair and amicable manner, it being our belief that most problems can be resolved amicably through discussions between attorney and client. In the unlikely event that further resolution is required for any reason, then by this agreement you and we hereby agree in advance to resolve any dispute that may arise in the future through private and confidential arbitration. More specifically, you and we agree that any claim or dispute arising out of or in any way relating to this agreement or to any services we provide to you shall be resolved by binding arbitration before a single neutral arbitrator under the auspices of JAMS and its rules regarding the resolution of commercial disputes as then in effect. The arbitrator shall have the power to order and enforce discovery. The Arbitrator shall limit discovery, including depositions and the production of documents, to what is reasonably necessary to permit a full and fair determination of all claims; and shall entertain and promptly rule upon dispositive motions, including motions to dismiss, for summary judgment and for partial summary adjudication of issues, adopting procedures and standards comparable to those used in the United States District Courts. The arbitration hearing shall be held in the State of Delaware. Judgment on any award entered by the Arbitrator may be entered in any court having jurisdiction, and the parties consent to personal jurisdiction and venue in the state and federal courts located in the State of Delaware to determine any issue arising out of or relating in any way to our Agreement. Neither party shall be entitled to recover its attorneys' fees and costs from the other party. By agreeing to this binding arbitration provision, the parties understand that they are waiving certain important rights and protections that otherwise may have been available to each of them if a dispute between them were determined by a judicial action including, without limitation, the right to a jury trial, and certain rights of appeal.

Where there are applicable laws or rules requiring us to submit to certain mandatory dispute resolution procedures before this private arbitration clause is triggered, we will, of course, engage in those procedures. However, if any such mandatory dispute resolution procedures have been waived or exhausted, then you and we agree that any claim or dispute will be resolved through the arbitration procedure described above.

WE URGE YOU TO CAREFULLY CONSIDER THIS PROVISION AND SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY BEFORE AGREEING TO IT.

- 8. General Provisions:** This Legal Services Agreement will be governed by Delaware law without reference to its conflicts of laws principles. This is our entire agreement, and there are no other or additional understandings between us on these subjects, written or oral. Any modification or addition to this Agreement (other than changes in our rates, which will be effective upon notice to you of the change) must be made and consented or agreed to in writing by the party adversely affected by the change. This Legal Services Agreement shall govern all services provided to you previously, or to be provided to you in the future, even if your acceptance of this Legal Services Agreement takes place after legal services have already been provided to you by us. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted. Notices under this Agreement shall be sent by email and, if to the Client, to the email address for the principal client contact that has previously been used by client or such other email address as client may specify or to the email address for the Managing Attorney or to such other email addresses which either party may designate by notice to the other.
- 9. Self Representation:** You should be aware that we may designate an attorney at any time, with or without notice, to act as our General Counsel (the "General Counsel"). The General Counsel acts as our lawyer, representing us in a variety of professional and legal matters and helping your Managing Attorney to comply with their professional and ethical responsibilities to clients. Among other things, the General Counsel provides us with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters. For example, the advice might cover questions of privilege or confidentiality, obligations imposed by the federal securities laws, and compliance with rules of professional conduct that might apply to a particular situation. We may also retain outside counsel from time to time to provide similar legal services to us. It is possible that your Managing Attorney or staff working on matters for you may, from time to time, consult with the General Counsel or our outside counsel on matters related to our representation of you.

In the course of such consultation, your Managing Attorney and/or staff may disclose to the General Counsel or outside counsel privileged information concerning your representation, and may receive legal advice related to our work on your matter, which legal advice we may or may not disclose to you. We take the position that such consultations are privileged and may not be discovered by anyone, not even the clients about whom such a consultation may be made. By agreeing to this Agreement, you acknowledge and consent to your Managing Attorney and staff consulting with the General Counsel or outside counsel as they deem necessary, both during the course of our representation of you or after such representation ends, and you confirm that such communications are privileged and protected against disclosure to you. Further, you hereby agree, acknowledge and consent to waive in advance any claim that such consultation constitutes a conflict of interest between your interests and ours. Rest assured that if, during such consultations, the General Counsel determines that we have a conflict with continuing to represent you, or that we must, for some reason, withdraw from our representation of you, we will bring that to your attention, will seek your instructions regarding the situation and, if necessary, will take appropriate steps to transition your matters to other counsel if that is your choice.

10. **Retainer:** You have provided us with a retainer as set forth in writing in the Client Engagement E-Mail (the "Retainer"), and hereby grant us a security interest in that amount. The Retainer will be placed in an account and held against your obligation to pay us for our fees and expenses. You agree that we authorized to withdraw such amounts from the Retainer as may be necessary to pay for (1) our fees for all services rendered, and (2) any expenses that we incur in representing you. We will provide you with invoices on our normal billing cycle, and those invoices will indicate all services rendered and costs incurred. Any undrawn portion of the deposit will be returned to you, upon request, after completion of our services or any amount due to us in excess of the deposit will be billed to you.
11. **Other Terms:** If any other terms apply to your engagement of us such terms will be specified in the Client Engagement E-mail (any such terms, the "Additional Terms"). The Additional Terms are hereby incorporated by reference in their entirety herein.

FOUNDERS' ACKNOWLEDGMENT

Founder(s), as applicable, are involved in starting a corporation (the "Company") that will be our client, as described in this Legal Services Agreement as set forth above. The Founders acknowledge that they have read the Legal Services Agreement and understand its terms and also acknowledge and agree to the following:

1. We are dealing with the Founders as representatives of the Company as a to-be-formed, recently-formed or existing corporation, and not in any individual capacity. We are not representing the Founders' personal interests in forming the Company; we are representing the interests of the Company (whether it is yet to be formed or recently formed). We therefore are not being retained to determine or resolve how the Founders' personal interests may differ from or compete with each other or from those of the Company. If these differences exist, it may be advisable for the Founders to retain separate counsel to represent their personal interests.
2. In addition, issues may arise in which the Founders' individual interests conflict with those of the Company. For example, if we are asked to draft agreements between the Company and the Founders, such as stock purchase, employment or assignment of inventions agreements, we will do so only as counsel to the Company and not as counsel to the Founders in their individual capacities. In these kinds of situations, it may be advisable for the Founders to retain separate counsel to represent their personal interests. The fact that we may from time to time discuss how some particular event or document may affect personal interests of the Founders should not be interpreted to mean that we are representing these individuals or that separate counsel is not necessary in these situations.
3. This Founders' Acknowledgment shall be governed by Delaware law and reflects the entire agreement between the Founders and us regarding the subject matter hereof. Any dispute between us and the Founder(s) regarding the terms of this Founders' Acknowledgment or any other matter shall be resolved by binding arbitration before a single neutral arbitrator under the auspices of JAMS, under its rules regarding the resolution of commercial disputes as then in effect. The arbitrator shall have the power to order and enforce discovery, are incorporated in and made a part of this agreement to arbitrate. The Arbitrator shall limit discovery, including depositions and the production of documents, to what is reasonably necessary to permit a full and fair determination of all claims. The arbitration hearing shall, at our sole election, be held in the State of Delaware.

We urge you to carefully consider this document and seek the advice of an independent attorney before agreeing to it.