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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
DLA Piper LLP (US)

2. Registration Number
3712

3. Primary Address of Registrant
500 8th Street NW
Washington, DC 20004

4. Name of Foreign Principal
Innovation Norway

5. Address of Foreign Principal
Akersgata 13
0158 Oslo, Norway

6. Country/Region Represented
Norway

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of engagement

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.
Innovation and development of Norwegian enterprises and industry

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

Innovation Norway was established in its current form by the Act of 19 December 2003 no. 130 and is owned by the Norwegian Ministry of Trade and Fisheries (51%) and the Norwegian County Councils (49%). Innovation Norway functions as the commercial section of the Royal Norwegian Embassy in the United States.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
March 11, 2020	William Minor	Sign	/s/ William Minor
		Sign	
		Sign	
		Sign	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
DLA Piper LLP (US)	3712

3. Name of Foreign Principal

Innovation Norway

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? December 19, 2019

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant drafted a Fact Sheet/White Paper for the foreign principal aimed at c-level business executives that gives an overview of Norway's relationship to European institutions, including the European Union ("EU") and the European Economic Area ("EEA") as well as legislation like the General Data Protection Regulation ("GDPR"). For the performance of this service, the foreign principal paid the registrant a fixed fee of $10,000.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant drafted a Fact Sheet/White Paper for the foreign principal aimed at c-level business executives that gives an overview of Norway's relationship to European institutions, including the European Union ("EU") and the European Economic Area ("EEA") as well as legislation like the General Data Protection Regulation ("GDPR"). The purpose of this Fact Sheet/White Paper is to provide analysis for foreign companies looking to invest in Norway through setting up subsidiaries or other means of foreign direct investment, highlighting how such investments are protected in ways that substantially mirror the EU.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

The registrant's activities on behalf of the foreign principal will not include advocacy before the U.S. government, but may include communications with and guidance regarding the U.S. business community.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

The registrant drafted a Fact Sheet/White Paper for the foreign principal aimed at c-level business executives that gives an overview of Norway's relationship to European institutions, including the European Union ("EU") and the European Economic Area ("EEA") as well as legislation like the General Data Protection Regulation ("GDPR"). The purpose of this Fact Sheet/White Paper is to provide analysis for foreign companies looking to invest in Norway through setting up subsidiaries or other means of foreign direct investment, highlighting how such investments are protected in ways that substantially mirror the EU.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
01/14/2020	Innovation Norway	Fees	$10,000.00

$10,000.00
Total

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
01/17/2020	Advokatfirma DLA Piper Norway DA	Reimbursement for legal services	$4,955.00

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
March 11, 2020	William Minor	Sign	/s/ William Minor
		Sign	
		Sign	
		Sign	

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DLA Piper LLP (US)
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Seattle, Washington 98104-7029
www.dlapiper.com

Braden William Penhoet
braden.penhoet@us.dlapiper.com
T +1.206.839.4832
F +1.206.839.4801

December 19, 2019
BY ELECTRONIC MAIL

Rebecca Scheel
Director, Invest in Norway, Americas
Innovation Norway
NORDIC INNOVATION HOUSE
470 Ramona St.
Palo Alto CA 94301 USA
Office: 650.325.5500
Email: Rebecca.scheel@innovationnorway.com

Re: Engagement and Conflict Waiver Letter for Legal Services

Dear Ms. Scheel,

We are pleased that INNOVATION NORWAY (the "Client" or "you"), on behalf of INVEST IN NORWAY, is prepared to engage DLA Piper LLP (US) ("DLA Piper," "we," or the "Firm") for writing a Fact Sheet / White Paper aimed at c-level business executives that gives an overview of Norway's relationship to European institutions, including the European Union ("EU") and the European Economic Area ("EEA")as well as legislation like GDPR. (the "Matter"). The purpose of this Fact Sheet/White paper is to reassure foreign companies looking to invest in Norway through setting up subsidiaries or other means of foreign direct investment,highlighting how such investments are protected in ways that substantially mirror the EU. The use of this Fact Sheet/White Paper will be to send to clients in preliminary discussion with foreign clients as well in general marketing materials.

General Terms

The terms and conditions set forth in the Terms of Service accompanying this letter are incorporated herein with the exception of any terms and conditions herein that differ from those in the Terms of Service. Where the terms and conditions differ, this letter shall control.

Braden Penhoet will be responsible for and actively involved in the Matter. Additional lawyers, including those in other practice areas and regions will support the Matter on an as-needed basis. In this regard, we anticipate that Kjetil Johansen, Katrine Lillerud and Morten Gullhagen-Revling will be involved as well.

Fees and Expenses

You will pay a fixed fee of $10,000.00 for services rendered in connection with this Matter. We will submit a statement for services rendered for payment, together with a review draft of the White Paper, by December 31, 2019. We agree to make reasonable revisions as requested by you and deliver a final White Paper by January 8, 2020, with no further payment due above the fixed fee.

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Your payment of the entire fixed fee will be due upon receipt of the final invoice sent in conjunction with the Matter. We reserve the right to assess and collect late payment charges at the rate of 10% per year on past due accounts.

All fees and expenses owing to the Firm for the Matter are stated in United States dollars, and shall be paid free and clear of, and without deduction or withholding on account of, any taxes or duties of any kind imposed by Norway or any other jurisdiction through which payments are made, or by any political subdivision or taxing authority thereof or therein with respect to such payments.

If the terms of this letter are satisfactory, please sign the consent form below and return it to me. In the event that you do not sign the letter and return it within ten (10) days from the date of this letter, please note that your instructing us or continuing to instruct us as to the Matter will constitute your full acceptance of the terms set out in this letter.

Very truly yours,

DLA Piper LLP (US)

By: / Braden William Penhoet /
Senior Managing Attorney

Admitted in Washington and California

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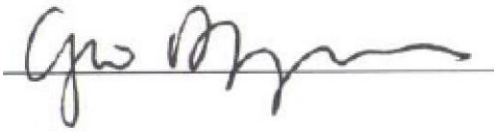
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The undersigned has read the above engagement and conflict waiver letter and agrees and accepts the terms and conditions set forth therein.

Date: 19. Dec 2019

INNOVATION NORWAY

By:



Name: Gro Eirin Dyrnes

Title: Regional Director
Innovation Norway, San Francisco & Silicon Valley and Americas
Chairperson, Nordic Innovation House

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TERMS OF SERVICE

1. INTRODUCTION

These Terms of Service set forth the terms and conditions under which DLA Piper LLP (US) ("the Firm") will act as your counsel in connection with a Fact Sheet / White Paper comparing foreign direct investment in the European Union ("EU") and the European Economic Area ("EEA"), with a particular focus on Norway (the "Engagement").

The Firm has issued or will issue an engagement letter, setting forth the scope of the representation, the fee agreement, and other matter-specific terms ("Engagement Letter"). These Terms of Service should be read and understood in conjunction with the Engagement Letter. The Terms of Service and Engagement Letter are collectively referred to as "the Engagement Terms." Where there is any inconsistency between these Terms of Service and the Engagement Letter, the latter will control.

The Terms of Service supersede all prior agreements between you and the Firm with respect to the Engagement. The Terms of Service can only be altered or amended by a writing signed by both you and the Firm.

The words "you" and "your" refer to the clients specified in the relevant engagement letter. The words "we," "us" and "our" refer to the Firm.

2. CLIENT(S) REPRESENTED

You agree and acknowledge that the Firm's representation of you does not create an attorney-client relationship with any other entity or person, including without limitation, your corporate parents, subsidiaries, affiliates, other entities owned, in whole or in part by you, entities that hold direct or indirect interests in you, or any of your directors, officers, stockholders, employees, or agents, unless such entities or persons are specifically named in the Engagement Letter.

The Firm's representation of an association or trade group does not create an attorney-client relationship with any of the association or trade group's constituents, members, affiliates or participants individually.

3. COUNSEL GUIDELINES

You agree and acknowledge that the Engagement Terms shall control over terms contained in your outside counsel guidelines or similar instructions supplied by you at any time.

4. PUBLICITY

You and we acknowledge that the purpose of the Engagement is to prepare a White Paper for public dissemination. You agree to provide us with an opportunity to review and approve public statements using the Firm's name or referring to its role in producing the White Paper – which approval shall not be unreasonably withheld by us.

5. CONFLICTS OF INTEREST

The Firm and its affiliated entities represent clients in a broad range of industries and in a wide variety of legal matters, nationally and internationally. Absent an effective conflict of interest waiver, conflicts of interest could arise that could deprive you or other clients of the right to select the Firm as their counsel, and preclude us from representing you or other clients in ongoing or future matters. In undertaking the Engagement, the Firm wants to be fair to you and to our other clients. Accordingly, you acknowledge and agree that the Firm and its affiliated entities may, now or in the future, represent other persons or entities on matters adverse to you or any of your current or future affiliates, including, without limitation, in commercial transactions, auctions, mergers and acquisitions, intellectual property matters, restructuring or bankruptcy matters, litigation, arbitration or other dispute resolution procedure, other than those for which the Firm had been or is then engaged by you. Such matters shall be referred to as "Allowed Adverse Representation." You understand that the foregoing examples are illustrative, not exhaustive.

You agree that you will not, for yourself, or any other entity or person, assert the Firm's representation of you or any of its current or future affiliates as a basis for disqualifying the Firm from

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representing another party in an Allowed Adverse Representation. You further agree that an Allowed Adverse Representation does not breach any duty that the Firm owes to you or any of your affiliates. You may consult with independent counsel regarding this section before agreeing to it.

You agree that this section does not expand the scope of the Engagement to encompass your affiliates unless expressly agreed by the Firm.

6. CONFIDENTIALITY

The Firm has a professional obligation not to disclose your confidential information or to use it for another party's benefit without your consent. These obligations are subject to certain exceptions, including laws and regulations relating to money laundering and terrorist financing. Under certain circumstances, the Firm may be obligated to disclose information to governmental authorities, and we may be prohibited from informing you that disclosure has been made or the reasons for such disclosure. We may have to cease work for you for a period of time and not be able to inform you of the reason. Provided that the Firm acts consistent with its duty of confidentiality, subject to the exceptions noted in this section and those set forth in the applicable Rules of Professional Conduct, you agree that you shall not assert that the Firm's possession of such confidential information is a basis for disqualifying the Firm from representing another of its clients in any matter in which you have an interest, or that it constitutes a breach of any duty owed by the Firm, even though the information may relate to a matter in which the Firm is representing another client or may be known to someone at the Firm working on the matter.

If the Firm receives a subpoena or request for information that is within our custody or control, or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise you before responding so that you have the opportunity to intervene or assert any objections. Should you object to the production of such information, the Firm may provide such information only to the extent authorized by you or required by a court or other governmental body of competent jurisdiction. You agree to pay the Firm for services rendered and charges and disbursements incurred in responding to any such request for information at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

Companies seeking legal representation frequently require the Firm to demonstrate our experience representing clients in various areas of law and types of matters. You consent and agree that the Firm may disclose the fact of the Engagement and related general information in response to such requests to the extent that such disclosure does not convey specific information about the Engagement.

7. ARBITRATION OF DISPUTES

Any dispute or claim between you and the Firm arising out of or relating to the Engagement Terms or their breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be submitted to binding arbitration before the American Arbitration Association, and subject to the Commercial Arbitration Rules. This provision shall not apply to any ethics or disciplinary proceedings against the Firm. The parties shall bear their own legal fees and costs for all claims.

The existence and content of the arbitration proceedings, as well as any arbitration rulings and awards, shall be maintained by the parties as strictly confidential, except (i) to the extent that disclosure is required by a court or other governmental body of competent jurisdiction; (ii) to the extent necessary to confirm, vacate, challenge, or enforce the award in bona fide legal proceedings before a court of competent jurisdiction or other judicial authority; (iii) for disclosure in confidence to the parties' respective attorneys, tax advisors, insurance agents or companies, senior management, and other agents or employees on a need to know basis; or (iv) with the written consent of all parties.

You acknowledge that by agreeing to this Arbitration provision, you are giving up the right to litigate claims against the Firm, and important rights that would be available in litigation, including the right to trial by judge or jury, to

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extensive discovery and to appeal an adverse decision. You acknowledge that you have read and understand this arbitration provision, and that you voluntarily agree to binding arbitration.

NOTE: You are entitled to consult an independent lawyer to review this arbitration provision before agreeing to it. By accepting these Engagement Terms, you acknowledge that you have consulted with independent counsel, or if not, that you had the opportunity to do so.

8. DATA TRANSFER CONSENT

Due to legal obligations applicable to the Firm or our affiliated offices, and to efficiently maintain information provided to us, the Firm may transfer some or all of data and information ("Data") that you provide to the Firm to one or more DLA Piper offices in other countries that may not be subject to data protection laws similar to those in the jurisdiction in which the Data is first received. By signing this letter, you give us specific consent to obtain and transfer such Data, and confirm that you have obtained and grant us all required consents to allow the Firm to do so.

9. TERMINATION

Either of us may terminate the Firm's representation of you in a particular ongoing matter, or in the Engagement, at any time. Unless otherwise terminated by you or the Firm, our representation of you with respect to a particular matter will terminate upon conclusion of the Firm's active involvement in the matter (even if the Firm continues active involvement in other matters on your behalf). Upon termination, we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and the Firm mutually agree in writing to the contrary, we will have no obligation to monitor renewal, expiration, or notice dates or similar deadlines which may arise from the matters for which we had been retained.

If, at any time, our engagement is limited to a specific matter, and at the time such matter is completed, we are not representing you in any other matters, our attorney-client relationship will be deemed terminated whether or not we send you a letter to confirm such termination.

Thereafter, if you and the Firm mutually agree to engage on a matter or matters, these Terms of Service (and any applicable Engagement Letter) would then become effective.

10. CLIENT FILES AND RECORDS RETENTION/DISPOSAL

The Firm maintains files relating to the matters in which we represent you. These files may contain materials received from you. They may also include other materials not received from you, but which are reasonably necessary to our representation of you. Such other materials may include, for instance, correspondence with you or third-parties on your behalf, executed copies of agreements, filings, pleadings, deposition transcripts, and closing binders. Together, these materials are your Client File. The Client File is your property. The Client File does not include materials or documents that include our attorney work product, mental impressions, notes, drafts, or internal firm correspondence or emails (together, "Work Product"). You agree that Work Product shall be and remain our property and shall not be considered part of your Client File.

At the conclusion of a matter (which is defined as the time that our work on any matter subject to the Engagement Terms has been completed), you have the right to take possession of your Client File (not including Work Product) or direct us to dispose of the files. We will be entitled to make and retain copies of all or part of the Client File, at our own discretion and expense. Furthermore, at the conclusion of a matter, we may request that you consent to the return of documents, data or other property received from you or from third parties. You agree to cooperate in the return by the Firm of any such materials.

If you do not take possession of or direct us to dispose of the Client File at the conclusion of a matter, the Firm will store the Client File at its expense for a period of seven (7) years following the conclusion of the matter. You agree that we may dispose of the Client File following the end of that seven (7) year period, consistent with maintaining confidentiality, without further notice or obligation to you. Our retention of the Client File shall not constitute or be deemed to indicate the existence of an ongoing attorney-client relationship.

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12. CONSULTATION WITH COUNSEL

We may consult with our own counsel, whether outside counsel or attorneys inside the Firm who do not perform work for you on the matter, regarding our representation of you. These consultations may be on our own behalf and will not be charged to you. To the extent that we are addressing the Firm's own rights or responsibilities regarding the matter, a conflict of interest might be deemed to exist between the Firm and you. You hereby consent to such consultation, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent you or from acting on our own behalf, even if doing so might be deemed adverse to your interests. You acknowledge that the communications related to the consultations are protected by the Firm's own attorney-client privilege from disclosure to you.

13. SEVERABILITY

If any provision of the Engagement Terms is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions of the Engagement Terms shall remain in full force and effect. Any provision of the Engagement Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Our waiver of any of the Engagement Terms shall not be deemed a further or continuing waiver of such term or any other term, unless specifically stated.

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