Received by NSD/FARA Registration Unit 06/20/2023 1:38:19 PM

OMB No. 1124-0006; Expires July 31, 2023

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
Warner Norcross + Judd

2. Registration Number
7261

3. Primary Address of Registrant
150 Ottawa Ave NW, Suite 1500, Grand Rapids, MI 49503

4. Name of Foreign Principal
Red White & Bloom Brands Inc

5. Address of Foreign Principal
789 W Pender St
Vancouver, BC, Canada
CANADA V6C 1H2

6. Country/Region Represented
CANADA

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(s) 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(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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.

The company is a multi-state cannabis operator active in the U.S. legal cannabis and hemp sector.

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).

Item 10(b) Supervised: The company is under the laws and jurisdiction of the national government of Canada, the regional government of British Columbia, and all relevant national and regional regulatory agencies thereof.

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.

N/A

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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
06/20/2023	Madelaine Lane	/s/Madelaine Lane

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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
6/19/23	Madelaine Lane	

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OMB No. 1124-0004; Expires July 31, 2023

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
Warner Norcross + Judd	7261

3. Name of Foreign Principal
Red White & Bloom Brands Inc

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? 04/25/2023

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

The registrant will represent the foreign principal with respect to allegations and claims that have or may be made or brought against RWB or its affiliate, PharmCo, Inc., in connection with improper payments to officials of the Michigan Cannabis Regulatory Agency or its predecessor. For the performance of these services, the foreign principal will pay the registrant based on the hourly rates of the attorneys involved, plus expenses. While the registrant entered into an agreement to provide legal and business consulting services to the foreign principal on April 25, the scope of these services did not until now include FARA-registerable activities.

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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 Services may involve, among other things, counsel regarding participation by RWB or Pharmaco, Inc. in activities authorized under Michigan law in the Michigan Medical Marihuana Act ("MMMA"), the Medical Marihuana Facilities Licensing Act ("MMFLA"), the Michigan Regulation and Taxation of Marihuana Act ("MRTMA"), and other laws which may be adopted in Michigan authorizing marijuana-related activity. Further, the Services may include consultation with the foreign principal or others, legal research, advice and counsel concerning the preparation and filing of applications, reports, and documents under the MMFLA or MRTMA, negotiations, appearances at meetings or hearings, and all other necessary and related action in connection therewith.

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 and dissemination of informational materials.

The registrant may engage in communications with the State of Michigan's Cannabis Regulatory Agency which may include direct contact with government officials, contacting and persuading agency officials regarding regulatory policy and disseminating informational materials to agency officials. This may also include informing and advising the foreign principal regarding Michigan's cannabis regulatory process and policies and perception management on behalf of the foreign principal.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for 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, including political activities.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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
04/28/2023	Red White & Bloom Brands Inc.	Retainer for services	$ 150,000.00
			$ 150,000.00 Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☒ No ☐

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

Date	Recipient	Purpose	Amount/Thing of Value
05/22/2023	Warner, Norcross, and Judd LLP	Registrant applied retainer for services provided	$ 11,168.00
			$ 11,168.00 Total

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

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Date	Printed Name	Signature
06/20/2023	Madelaine Lane	/s/Madelaine Lane

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Warner Norcross + Judd LLP

April 25, 2023

Via Email to **eddie.mattei@redwhitebloom.com**

Red White and Bloom Brands
Attn: Eddie Mattei
789 West Pender Street, Suite 810
Vancouver, British Columbia (Canada)
V6C 1H2

Re: **Engagement of Warner Norcross + Judd LLP**

Dear Eddie:

Thank you for trusting your team at Warner Norcross + Judd LLP to work with you to handle your legal matter. Our goal is to fully understand your legal needs and help you reach the best possible outcome. This letter explains, for the benefit of both of us, who we represent, the work we are being asked to perform, the fees to complete that work and the responsibilities of each party throughout the engagement. Most importantly we want to establish and maintain an open line of communication to minimize surprises and accomplish your goals.

Scope

You have retained us to assist Red White and Bloom Brands ("RWB") in connection with certain allegations and claims that have or may be made or brought against RWB or its affiliate, PharmCo, Inc., in connection with improper payments to officials of the Michigan Cannabis Regulatory Agency or its predecessor (cumulatively herein defined as the "Services"). The Services may involve, among other things, counsel regarding participation by RWB or Pharmaco, Inc. in activities authorized under Michigan law in the Michigan Medical Marihuana Act ("MMMA"), the Medical Marihuana Facilities Licensing Act ("MMFLA"), the Michigan Regulation and Taxation of Marihuana Act ("MRTMA"), and other laws which may be adopted in Michigan authorizing marijuana-related activity. Further, the Services may include consultation with you or others, legal research, advice and counsel concerning the preparation and filing of applications, reports, and documents under the MMFLA or MRTMA, negotiations, appearances at meetings or hearings, and all other necessary and related action in connection therewith, in such areas and in such detail as you and we may agree.

Our performance of the Services is dependent on the full and complete disclosure of all facts and circumstances known to RWB in relation to the Services. If the Services include the preparation, review, and/or filing of any documents or materials, including with state and/or local governmental entities, you agree that you are solely responsible for the completeness and accuracy

Robert A. Hendricks | Senior Counsel
D 616.752.2291
E rhendricks@wnj.com
150 Ottawa Avenue, N.W., Suite 1500
Grand Rapids, MI 49503-2487

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of all factual information and disclosures contained therein, and that we cannot and will not verify that factual information.

Please be advised also that our firm represents other clients who are actively seeking licensure, permitting, or other forms of authorization to engage in marijuana-related activity in Michigan. You agree that our work on behalf of other clients is not an impermissible conflict of interest that would prevent our firm from representing multiple clients. Should we determine that a conflict arises, you also agree that our firm may terminate some or all representations to eliminate the conflict, but may continue to represent one or more clients whose interests do not impermissibly conflict. Our determination of which clients to retain is in our sole discretion.

Fees and Expenses

For this matter, our fee will be based on the recorded time spent on your matter and the hourly billing rates of the professionals working with you. You will generally be billed monthly, and all invoices are payable on receipt unless alternate arrangements have been agreed to in writing. On occasion, we may be requested to respond to subpoenas, auditors, or other authorized requests for information about you or the work we are doing for you. Time we spend responding to these requests will be included in your bill. We generally review our billing rates once per year and, if they are increased, the new rates will be reflected in your bill when placed into effect.

Payments to third parties and other charges incurred during our representation will be passed along at our cost. If a third party cost is substantial, we may request advance payment or we may require you to pay it directly. Otherwise, incidental charges will be included in our monthly invoices. Additional information about such charges can be found in the attached Terms and Conditions.

Legal matters are often complex and unpredictable. While we do our best to provide estimates of the time and cost necessary to resolve issues when requested, any estimates are based on what we know at the time and are not guarantees of a maximum cost. Changes in facts and circumstances will be discussed with you along the way.

Retainer

To start work on this matter we require a retainer of $150,000. This retainer will remain in our trust account throughout the matter, and will be applied to our final invoice. We will return any remaining balance at the conclusion of our representation. In the event of a material change in circumstances related to this matter, including but not limited to issuance of an inditement against RWB or PharmaCo, Inc., we reserve the right to require an increase in the amount of the retainer and reserve the right suspend our representation until any additional requested retainer funds have been paid.

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If invoices are not paid within fifteen (15) days of the applicable invoice date, the retainer funds may be used to pay delinquent invoices. If this were to happen, we may discontinue our representation until the retainer is restored or we may withdraw from representing RWB.

Responsibilities

Our goal is to reach the best possible outcome for your matter, as efficiently as possible, and to maximize the value of our services for all involved. We commit to communicate with you about the status of your matter and the steps needed to move it forward. On your end, we ask that you promptly respond to our requests for information and pay our invoices timely. The attached General Terms and Conditions and HIPPA Business Associate Agreement also form a part of this agreement and apply to all of our work for you.

Counter-Signature

Please confirm your approval of this agreement by signing in the space provided below and returning a copy to me at your earliest convenience, together with payment for the retainer stated above (wire transfer instructions attached).

Thank you again for selecting us to work with you in this matter.

Very truly yours,

Robert A. Hendricks

Enclosures
28407238

I have reviewed, understand and agree with the terms set forth in this letter, including the attached General Terms and Conditions. I have the authority to act on behalf of and legally bind Red White and Bloom Brands to the terms of this engagement.

By: _____

Name: Eddie Mattei

Title: CFO

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Received by NSD/FARA Registration Unit 06/20/2023 1:38:22 PM

Warner Norcross + Judd LLP

April 25, 2023

Via Email to **eddie.mattei@redwhitebloom.com**

Red White and Bloom Brands
Attn: Eddie Mattei
789 West Pender Street, Suite 810
Vancouver, British Columbia (Canada)
V6C 1H2

Dear Eddie:

This letter is a supplement to our April 25, 2023 engagement letter with Red White and Bloom Brands ("RWB"), but I am writing it separately because it contains initial legal advice related to our engagement that we would seek to protect by the attorney-client privilege.

Federal Law Implications

Michigan has decriminalized the possession, sale, and distribution of medical marijuana by individuals and entities that have obtained appropriate licensure from the Michigan Department of Licensing and Regulatory Affairs, and on November 6, 2018, Michigan voters passed a referendum that decriminalizes recreational marijuana use under certain circumstances and limitations. However, you should be aware that, state law notwithstanding, it is illegal under federal law (including, but not limited to, the Controlled Substances Act, 21 U.S.C. § 801 *et seq.*) to possess, grow, transport, distribute or prescribe cannabis, for medicinal or other purposes. Moreover, persons and entities who engage in these activities are exposed to federal criminal, civil and administrative forfeiture actions. Even without pursuing a criminal prosecution, the federal government can seize, and seek the civil forfeiture of, any real or personal property used to facilitate the sale of marijuana as well as the money or other proceeds resulting from those sales. As a result, RWB faces certain risks.

Attorney-Client Privilege

An important feature of the attorney-client relationship is the attorney-client privilege which is designed to facilitate candid and full discussion of legal matters. The attorney-client privilege protects most confidential communications between us from compulsory disclosure to third parties. Nonetheless, the "crime/fraud" exception to the attorney-client privilege states that communications between a lawyer and his or her client which are in furtherance of illegal activity are not privileged. This exception may apply even if none of our communications are *intended* to further a criminal enterprise. Thus, an adverse party (such as the government or even a private litigant) could assert that all of our communications about the subject of our representation are not

Robert A. Hendricks | Senior Counsel
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privileged, and are therefore discoverable in a criminal or civil litigation matter. Likewise, if a court were to conclude that the crime/fraud exception applied to our discussions, I or my colleagues could be compelled by a judge to testify against you in a civil or criminal proceeding.

We will, of course, make every effort to protect our communications from compulsory disclosure. However, it is important that you understand the implications of your intended business operations and the potential impact they may have on our attorney-client relationship.

Bankruptcy

In an August 2015 opinion, the U.S. Bankruptcy Appellate Panel of the Tenth Circuit ruled that a marijuana grower and his wife cannot obtain bankruptcy relief because their marijuana-related activities are federal crimes. In light of this opinion, even though marijuana-related activities may be legal under state law, individuals or businesses that engage in such activities may be ineligible for relief under the U.S. Bankruptcy Code.

Tax

In a July 2015 opinion, the U.S. Court of Appeals for the Ninth Circuit ruled that a marijuana dispensary was precluded from taking business expense deductions under the Internal Revenue Code because its activities constitute a "trade or business . . . consist[ing] of trafficking in controlled substances . . . prohibited by Federal law." In light of this opinion, even though marijuana-related activities may be legal under state law, individuals or businesses that engage in such activities may encounter limitations under the Internal Revenue Code.

Intellectual Property

The U.S. Patent and Trademark Office (USPTO) and courts have interpreted the Lanham Act to only allow for the registration of trademarks that have a lawful use in commerce. 15 U.S.C. § 105 *et seq.* The Lanham Act defines the term "commerce" as "all commerce which may lawfully be regulated by Congress." 15 U.S.C. § 1127. Because marijuana remains illegal under federal law, federal trademark protection for the organization's marijuana-related business may be limited or unavailable as such activities may not constitute lawful commerce. The USPTO is currently not accepting any trademark applications for marijuana or marijuana-based products.

Terminating the Representation

In addition to the terms and conditions set forth in our April 25, 2023 engagement letter, please be advised that we may withdraw from representing RWB if:

(1) RWB endeavors to violate any federal law or regulation, or act in a way that might invite federal prosecution;

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(2) RWB pursues conduct that is illegal under state law; or

(3) The firm or any of its lawyers discovers after the fact that RWB purposefully violated state law.

The marijuana industry, both medical and recreational, is rapidly growing and evolving and currently exists in an unsettled legal landscape. As a result, unforeseen changes may occur in the applicable laws or regulations that could have an impact on RWB's future rights and liabilities. RWB should be cognizant that its activities in this sector of the economy will continue to put it at some risk until the state and federal dichotomy is resolved.

If, after reviewing the foregoing, you wish to proceed with our engagement, please sign below and return a copy of this letter to me. Again, thank you for the confidence you have shown by asking us to serve as your lawyers. We look forward to working with you on this matter.

Very truly yours,



Robert A. Hendricks

28407285

I have reviewed and understand the advice set forth in this supplement.

By: 

Name: Eddie Mattei

Title: CFO

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Warner Norcross + Judd LLP
General Terms and Conditions

Unless we have agreed otherwise in writing, the general terms and conditions outlined below, along with the engagement letter, define our agreement and apply to all of our work for you.

Representation of an Entity

Our representation of an entity (e.g., a corporation, limited liability company, or partnership) does not include representation of the entity's individual shareholders, members, partners, directors, officers, managers, employees, parents, subsidiaries or affiliates unless otherwise expressly set forth in our engagement letter. Our professional responsibilities are owed only to the entity as the client and any other person expressly named as a client in our engagement letter. Likewise, our representation of an entity does not give rise to a lawyer-client relationship between our firm and any of that entity's affiliates or representatives other than the persons identified as a client in our engagement letter. For this reason, our representation of an entity itself will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of an entity's affiliates or representatives in an unrelated matter.

Client Service Manager

We designate a client service manager for each client. We invite you to contact your client service manager at any time with questions you may have about the services we are providing or if you are unhappy with any interaction you are having or have had with us. If your client service manager is unavailable, or if you are uncomfortable speaking to your client service manager about any matter, we invite you to call our Managing Partner at (616) 752-2000.

Certain Firm and Client Responsibilities

We agree to: 1) provide legal services in accordance with these general terms and conditions and any specific terms we agree to in a separate letter, in reliance on information and guidance provided by you; and 2) keep you informed about the status and progress of the matter(s) we are handling for you. To enable us to reach the best possible outcome, you agree to: 1) promptly disclose to us the names of all other parties who may be or become involved with the matter(s), and all facts and documents that we may request or are material to our representation and; 2) keep us up to date on all developments relating to the matter(s) we are handling for you; and 3) attend meetings, conferences, and other proceedings when necessary. Reaching the best possible outcome requires our mutual and timely cooperation. With respect to invoices, you agree to review our invoices and contact us within 10 business days of receipt with any questions. If you do not contact us within that time frame we will assume you are satisfied with the invoice and that you intend to pay it promptly.

Document Retention

We will maintain documents throughout the period in which we are actively handling a particular matter, and for a reasonable period thereafter, in accordance with our firm's document management policy and applicable law. Unless we have mutually agreed otherwise, we will return original documents and property as soon as practical. We reserve the right to dispose of documents retained by us in accordance with applicable law and the document management policy, as it may be amended from time to time. You may request documents you have provided us any time prior to their disposition and they will be promptly returned to you as long as all outstanding balances are paid in full. You acknowledge that we will not be required to retain documents in accordance with any other document retention, electronic security or other policy. Upon termination of our engagement with you, we shall, at your request and payment in full of all outstanding balances, delete or return all of your documents and other Confidential Information (as defined below) unless otherwise required by applicable law, in which case we shall limit any further processing to the extent required by law, for the specific purpose(s) permitted under the law.

Internal Conferences, Meetings or Proceedings

From time-to-time, internal conferences, meetings or other proceedings will include the participation of two or more representatives of the firm. It is our experience that this practice facilitates communication, improves the quality of our work by allowing us to use specialists, and ultimately provides you with the most efficient legal services. If, at any time, you are concerned about the efficiency or cost-effectiveness of our services, please let us know so that we may address your concerns in a timely fashion.

Attorney-Client Privilege

An important feature of the client relationship is the attorney-client privilege which is designed to facilitate candid and full discussion of matters. The attorney-client privilege protects most confidential communications between us from compulsory disclosure to third parties. You should keep in mind, however, that this important safeguard may be lost as to a given matter if you disclose or authorize disclosure of any privileged information about that matter to any third party. If you have questions or concerns contact your client service manager before taking action.

Electronic Communications and Storage

In the course of representing you, we will utilize your preferred method of communicating and transmitting documents and information to you. We may communicate with you or others on your matter by electronic mail, text message, instant message, or other electronic means, by using electronic devices and web-based applications, for voice and data transmission. You understand that all forms of communication are vulnerable to interception, and the risks associated with some forms of communication are different than others. For example, third parties can eavesdrop on in-person meetings and conferences; telephone calls and text messages can be wiretapped or intercepted; hard-copy documents can be stolen or, if left unattended, discreetly surveilled, photocopied, or digitized; and electronic devices and electronic communications can be hacked or otherwise compromised. Accordingly, our communications are not guaranteed to be

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encrypted or secure over the Internet or otherwise subject to special safeguards unless you request that we make other arrangements and we agree to do so.

We will direct our electronic communications to you at the address(es) or numbers you provide. You should use caution, however, in selecting the email address(es) and numbers and devices you use to communicate with us. Whether and to what extent you can expect your communications to be private varies and may depend upon the device you use to communicate and the policies of the provider of the email address, number or device you select. For example, if you use an email address or communications equipment that has been provided to you by your employer, your employer may have rights to monitor or review such communications. This may be particularly true for electronic communications sent to and from regulated entities, such as broker-dealers and investment advisers, which may be monitored and archived for regulatory compliance purposes. Likewise, if you use a public computer to send or receive email, those communications may not be entirely secure. To ensure the security and confidentiality of our electronic communications, you may wish to establish a new, secure email account for that purpose. You should also consider other security measures for electronic communications, such as using two-factor authentication, to help ensure your email is not compromised.

In addition to electronic communications, you may request that, in the performance of our services for you, we make use of cloud-based storage services, such as Google Drive, Dropbox and other services to share, store, or collaborate with respect to data or document drafting. We generally discourage using such cloud-based storage services, because of security concerns. If you request or direct us to use a cloud-based storage service, you understand that such services may not be subject to the same security and protective measures as data stored on our own servers or cloud instance.

Pricing of Additional Services

Whether your current engagement with us is on an hourly rate basis or some other form of fee arrangement, future projects or products created by the firm and offered for purchase may be priced on a product, project or value basis that may or may not be based on the hours and rates of the professionals working on the matter. The fee attached to such products and services is our estimate of the value of our work.

eDiscovery Costs

Some of our matters involve the review, analysis, and production of electronic data. If you engage us to provide eDiscovery services, depending on the volume of electronic data, we may use a third-party vendor for litigation support services. For smaller matters, we may use in-house resources for litigation support and will bill you for the costs and expenses associated with data hosting, processing, and licensing fees, and the time expended by our litigation support personnel in carrying out these tasks. Our current rates, which we periodically adjust, are as follows:

Hosting (Site Fee)	$250/mo.
Processing	$30/GB
Relativity License (non-WNJ users only)	$212/user/mo.

Interest

The firm reserves the right to charge the lesser of the rate of 1% per month or the maximum amount permitted by law on outstanding balances.

Termination and Withdrawal

You may terminate our representation in full or with respect to specific matters at any time by notifying us in writing. If you terminate our representation, you agree to pay fees for all services rendered and costs incurred through the date you notify us of your termination, and for our actual costs (including time and materials) of transferring some or all of your documents (whether in physical or electronic form) to another attorney or to you. At your request and subject to the document management provisions above, your documents will be promptly returned to you or transferred once all outstanding balances are paid in full.

We reserve the right to withdraw from representing you at any time, after giving reasonable notice to you so that you may secure substitute counsel (if applicable), obtaining the approval of any court or tribunal in which we are counsel of record as your attorneys (if applicable), or otherwise attempting to take reasonable steps to minimize any prejudice which you may suffer by our withdrawal. The circumstances which may give rise to our exercising our right to withdraw include, but are not limited to, the following:

(a) If we determine, in our sole discretion, that the positions you intend for us to assert lack factual or legal merit;

(b) If you fail to cooperate fully in the work necessary to protect your interests;

(c) If you breach this agreement by nonpayment of our fees or costs that you have agreed to pay; or

(d) If we cannot or should not in our opinion proceed with the representation.

Notwithstanding the foregoing, we are obligated to act in a manner consistent with the Michigan Rules of Professional Conduct in withdrawing from our representation of you.

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If we elect to withdraw, you agree to take all steps necessary to complete our withdrawal. In addition, you agree to pay all outstanding balances owed to us no later than thirty (30) days after receiving our final invoice.

Conclusion of Relationship

We hope that we have a long-term relationship with every client. Unless we otherwise agree in writing, please be advised that if we do not receive additional assignments within ninety (90) days after completing the last matter handled for you, we will consider our attorney-client relationship to have been terminated on the date of our last time entry for that final matter. If you later retain us to perform further or additional services, the attorney-client relationship will recommence under the terms of this letter, subject to any modifications we communicate to you in writing. The fact that we may inform you from time-to-time of developments in the law should not be understood as a recommencement or continuation of an attorney-client relationship. We are not bound to inform you of such developments in the law unless you have engaged us in writing to do so. Our agreeing to be a party notified under agreements or other instruments shall not, standing alone, continue the attorney-client relationship.

Data Privacy and Security

Warner values your privacy. We certify that we will comply with and maintain all information you provide or otherwise make available to us in accordance with applicable laws, including those concerning privacy, information security, and data retention and destruction (collectively, "Data Laws"). We acknowledge that some of the information you provide or otherwise make available to us in connection with our legal services may contain confidential, proprietary and/or sensitive information (collectively, "Confidential Information"). When providing our legal services to you, we are acting as a "service provider" or "processor" (as such terms are defined by Data Laws) with respect to your Confidential Information, and unless expressly authorized by you or required by applicable law, we will not retain, use, or disclose your Confidential Information or other personal information for any purpose other than for the specific purpose of providing legal services and as otherwise set forth in this engagement letter and our privacy policy, which we may amend from time to time, but a copy of which may be obtained here: https://www.wnj.com/privacy (collectively, the "Purpose"). We will process your Confidential Information solely in accordance with your instructions. We will not combine or update your Confidential Information with other personal information we receive except in fulfillment of the Purpose or as permitted by Data Laws. We will notify you as soon as reasonably possible if we determine that any of your instructions are unlawful or we can no longer meet our obligations under Data Laws with respect to your Confidential Information, in which case you may terminate our engagement or otherwise require us to take reasonable and appropriate steps to stop and remediate any unauthorized use of your Confidential Information.

If our representation of you requires us to process any personal information provided or otherwise made available by you that is protected under the California Consumer Privacy Act as amended by the California Privacy Rights Act, and its implementing regulations (collectively, the "CCPA"), we certify that we will not "sell" or "share" such information, as such terms are defined by CCPA. If our representation of you requires us to receive and use health information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we will handle this information as required of business associates under the HIPAA privacy standards and as set forth in the form of our Business Associate Agreement attached to these terms and conditions, which we agree to be bound by and which we may amend from time-to-time. If our representation of you requires us to process any personal information of residents of the European Economic Area, United Kingdom or other countries requiring additional assurances with respect to the transfer of such information, please contact us so that we may enter into standard contractual clauses or other appropriate data transfer mechanism with respect to such information.

We will implement and maintain reasonable security procedures and practices appropriate to the nature of your Confidential Information to protect the confidentiality, security and integrity of your Confidential Information in accordance with applicable Data Laws and cybersecurity and information standards in our industry. We will ensure that individuals involved in the processing of your Confidential Information are subject to a duty of confidentiality with respect to such information. In the event we become aware of any breach of security leading to the actual unauthorized access to or use or disclosure of your Confidential Information in our custody or control, we will promptly investigate the incident and take commercially reasonable steps to prevent its reoccurrence. To the extent required, we will notify you of the incident in accordance with applicable Data Laws, and we will use commercially reasonable efforts to cooperate with your own legally required investigation, mitigation and notification activities.

Upon your request, we will use reasonable efforts to cooperate with and assist you in meeting your obligations under applicable Data Laws, including responding to and complying with data subject requests regarding personal information. Unless prohibited by law, we will forward you any requests or notifications we receive from any data subjects regarding their personal information you have provided to us. We will promptly implement any reasonable instructions you provide with respect to responding to a data subject request, or inform you of the legal or technical reason why we are unable to comply.

We may use other service providers and subcontractors ("sub-processors") to assist us in processing some of your Confidential Information; however, we will ensure all such sub-processors remain compliant with applicable Data Laws and enter into contracts with us containing, in substance, obligations no less protective than those in this Data Privacy and Security section with respect to the protection of your Confidential Information. We will remain fully responsible to you for a sub-processor's failure to fulfill its data protection obligations hereunder. Upon your request, we will provide you an up-to-date list of all sub-processors involved in the processing of your Confidential Information, and you may object to any such sub-processors by promptly notifying us in writing.

We will comply with applicable cybersecurity and information standards in our industry. We will periodically have a reputable independent third party conduct a review of our information security policies, procedures, and operations. We will implement any reasonable recommendations arising out of such reviews within a reasonable period. We will make available to you all relevant information reasonably necessary to demonstrate compliance with the requirements of this engagement letter and applicable Data Laws. If you believe the information we provide is insufficient under applicable Data Laws, you may request additional assessments of our compliance as mandated by applicable

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Data Laws at your expense. Such assessment may take place not more than once per year (unless otherwise required by applicable Data Laws) subject to mutual agreement regarding timing, scope and duration.

Insurance

We will maintain at all times insurance policies with coverages and amounts we deem sufficient to address our obligations under this engagement, which may include workers compensation, professional liability, and cyber liability. Upon your request, we will provide or cause our insurance carriers to provide evidence of such coverage.

Charges Other Than for Legal Fees

In some situations, when not incidental or typical, the firm may charge a reasonable amount for photocopies, telephone charges, mail, package delivery, and special administrative support not including ordinary secretarial services incidental to our delivery of legal services. We charge our exact cost when known and an approximation of true cost when the exact cost is not known. In other situations we may pay a third party on your behalf for fees or charges such as filing or recording fees, witness fees, mediator fees, title company charges, surveyor or consultant costs, court reporter charges and other fees, charges and travel expenses. In these circumstances we will pass through the exact cost. Commercial air travel will be in coach class (if available) unless other arrangements have been approved by the client. Meal and lodging expenses will be reasonable in amount. If charges are significant we may request immediate reimbursement or direct payment, otherwise we will include these charges in our regular invoices.

Computerized Research

We charge for use of certain computerized research services (Westlaw and others) at a rate which is a discount from the vendor's standard rates, but which allows us to recover our overall costs of using computerized research services.

Mileage

We charge clients for use by our personnel of their personal automobiles for out-of-town travel on client business at the mileage rate allowed by the Internal Revenue Service for federal income tax deduction.

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HIPAA Business Associate Agreement
Concerning Protected Health Information

Warner Norcross + Judd LLP ("we", "us", or "our") may from time to time create, receive, maintain or transmit on behalf of our client health information that is regulated as "protected health information" ("Protected Information") under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act, as amended ("HIPAA"). When working with Protected Information, we will protect the information consistent with our obligations as a Business Associate under HIPAA. These obligations include the following:

Use of Protected Information

Except as otherwise limited in this Business Associate Agreement ("Agreement"), we may use or disclose Protected Information for the purposes of providing legal services to our client. In doing so, we will not use Protected Information in any way that would violate HIPAA if done by the client or the minimum necessary policies and procedures of the client that have been communicated to us. We may also use Protected Information for our own proper management and administration, and to carry out our legal responsibilities, but will only disclose Protected Information for these purposes if required by law or if the recipient agrees (1) to keep the information confidential, (2) only to use or disclose the information as required by law or for the purpose for which the information was disclosed to the recipient, and (3) to notify us of any instances in which the confidentiality of the information has been breached.

Our Obligations with Respect to Protected Information

- We will not use or further disclose Protected Information other than as permitted or required by this Agreement or as required by law.
- We will use appropriate safeguards to prevent use or disclosure of Protected Information other than as provided for by this Agreement, including administrative, physical and technical safeguards that reasonably and appropriately protect electronic Protected Information consistent with the requirements at 45 CFR §§ 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316.
- We will ensure that any agent, including a subcontractor, to whom we provide Protected Information agrees in writing to the same restrictions and conditions that apply through this Agreement to us with respect to such information.
- We will use the minimum amount of Protected Information necessary, consistent with HIPAA restrictions.
- We will mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of Protected Information by us in violation of the requirements of this Agreement.
- We will keep a record of all security incidents involving electronic Protected Information of which we become aware and report any successful incidents to the client and other incidents upon request.
- We will report to the client as soon as practicable any use or disclosure of the Protected Information not provided for by this Agreement of which we become aware, including the names of individuals whose information is involved in such unauthorized use or disclosure and such further information necessary for the client to determine whether it has a notification duty under HIPAA or other applicable law.
- We will provide, upon request from the client, information to enable the client to respond to a request for an accounting of disclosures under 45 CFR § 164.528.
- We will not make any communications to individuals who are the subject of the client's Protected Information in violation of HIPAA's restrictions on marketing.
- We will not directly or indirectly receive or provide any remuneration in exchange for the Protected Information in violation of HIPAA regulations.
- We will make our internal practices, books, and records relating to the use and disclosure of Protected Information received from, or created or received by us on behalf of a client (but excluding privileged materials), available to the Secretary of Health & Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining the client's compliance with the HIPAA regulations.

Term and Termination

We will be bound by this Agreement and our obligations to a client will be effective for as long as we have the client's Protected Information. If a client determines that we have materially breached this Agreement, the client may immediately terminate its relationship with us. Upon termination of the relationship, we shall return or destroy all Protected Information received from or on behalf of the client. If return or destruction of Protected Information is not feasible, we shall continue to protect the information as required by this Agreement until it can be returned or destroyed.

Scope of Agreement

This Agreement establishes our obligations with respect to information that is regulated as Protected Information under HIPAA. The scope of these obligations is intended to be consistent with the obligations imposed upon a "business associate" under HIPAA. This Agreement does not create any rights or obligations that do not otherwise exist under HIPAA and supersedes all prior HIPAA Business Associate Agreements that we have entered into with our clients.

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