

**GENERAL TERMS AND CONDITIONS TO
WOJCIK LAW FIRM, P.C. LEGAL SERVICES CONTRACT**

These General Terms and Conditions are incorporated by reference into such Services Contract as provided therein. These General Terms and Conditions cover: (I) engagement scope and limitations; (II) fee structures including hourly, flat-rate, hybrid, and retainer models; (III) subscription services and startup packages; (IV) expenses, billing, and payment procedures; (V) client responsibilities and information reliance; (VI) technology and electronic communications; (VII) termination and file handling; and (VIII) conflicts of interest, dispute resolution, and legal framework. All provisions herein and therein are subject to and limited by applicable rules of professional conduct and other legal requirements.

I. ENGAGEMENT & SCOPE OF REPRESENTATION

A. **WLF Personnel.** WLF is a professional corporation. All legal services are provided by or through the corporate structure of WLF, not in any individual capacity.

B. **General Counsel Clarification.** If WLF ever agrees to act as outside “general counsel” to a Client, this would require a separate written agreement and would mean WLF would devote substantial time to develop a comprehensive understanding of Client’s legal and business interests. WLF personnel would remain independent and would not be employees of Client.

C. **Nature of Legal Advice.** Client understands that legal advice sometimes involves unpleasant facts or alternatives that Client may be disinclined to confront. While we will endeavor to present our advice in as acceptable a form as candidness permits, we will follow applicable rules of professional conduct and strive not to be deterred from giving candid advice merely by the prospect that it may be unpalatable to you.

D. **No Continuing Representation.** Unless expressly agreed in a separate writing, WLF’s representation is limited to the specific matters described in the Services Contract. WLF has no obligation to provide continuing advice, monitor Client’s ongoing compliance obligations (including corporate filings, annual reports, or other regulatory requirements), or update Client on changes in law or circumstances after the conclusion of a matter or after a period of inactivity between separate engagements.

E. **No Guarantee of Outcomes.** WLF makes no guarantees or assurances regarding the outcome of any legal matter, transaction, or the success of any business objective.

F. **Meeting Format.** Unless the nature of the representation requires in-person meetings, as determined by WLF in its sole discretion, consultations, strategy sessions, and meetings will be conducted by video conference, telephone, or other similar electronic communication methods. See Section VI.C for additional information.

G. **Governing Law.** The Services Contract shall be governed by California law (excluding its conflicts-of-laws rules).

II. FEES, RATES, REIMBURSEMENTS, & STANDARD BILLING MODELS

A. **Fee Structure & Adjustments.** Unless provided otherwise in writing, services are provided only in exchange for pre-paid fees, and fees are calculated as earned, subject to reimbursement only as provided herein. All fees are reviewed periodically and are subject to adjustment with reasonable notice, except that no specific, already pre-paid flat fee, subscription, concierge fee, or hybrid fee will be affected by any adjustment adopted later.

B. Fee Estimates. Legal matters are unpredictable. Time and costs depend on many factors outside WLF's control, including client responsiveness, third parties' actions, opposing parties' actions, court schedules, and evolving legal or business circumstances. Any fee or cost estimates discussed or provided are good-faith estimates only based on information available at the time; actual fees and expenses may vary significantly and may be substantially higher than estimated. Client acknowledges that fee estimates are not guarantees, caps, or maximum fees unless expressly stated as such in writing.

C. Hourly Rates. When services are billed on an hourly basis, time incurred is billed at hourly rates in increments of no greater than one-tenth hour. The current hourly rate for Thaddeus Wojcik is \$625. Hourly rates for any other personnel performing services shall be determined by WLF based on such personnel and the demands of the Engagement.

D. Refunds. Reimbursements and other payment distributions due to Client by WLF shall be by electronic means only, including ACH transfer, wire transfer, credit card refund, or other electronic payment means as determined by WLF, unless required otherwise by law.

E. Treatment of Pre-Paid Fees.

(i) Hourly-Rate. Pre-paid fees against which an hourly rate is to be charged will initially be deposited in WLF's client trust account, and then released to WLF's operating account periodically to the extent calculated as earned. (Such fees may be referred to as "retainers" but are distinct from evergreen and true retainers, which are discussed below.)

(ii) Flat-Rate; Concierge. Normal flat-rate fees and concierge fees will initially be deposited into WLF's client trust account. While funds from such fees will be released periodically as earned, normal flat-rate fees will be treated by you and us as earned at a rate equal to 150% of the standard hourly rate then in effect. Concierge flat-rate fees will be treated by you and us as earned at a rate equal to 200% of the standard hourly rate then in effect. Since any such flat-rate or concierge fees include the risk of an effective hourly rate well below our standard rate once completed, if you terminate the Engagement before completion of enumerated tasks or time for which a flat-fee is paid, we will return to you an amount equal to the pre-paid flat fee minus the value of our time earned through termination calculated at the applicable rate above, less expenses, disbursements, unpaid interest, and other amounts due to WLF.

(iii) Hybrid. Pre-paid fees under our X|Y(sm) hybrid fee model—in which we agree to incur up to a stated number of hours ("X") over a stated period of time in exchange for a specified fee ("Y")—will initially be deposited into WLF's client trust account and treated as earned at 150% of our applicable standard hourly rates. If the total "X" hours are used before the matter is completed, or the engagement is terminated, we will recommence services once we mutually agree upon an additional fee arrangement, subject to applicable rules of professional conduct. If you terminate before, in our good-faith estimation, a substantial portion of the matter has been completed, we will refund the difference between (a) the pre-paid fee "Y" and (b) our time earned at 150% of the standard hourly rate, less expenses and other amounts owed. However, if in our good-faith estimation a substantial portion has been completed, we retain the entire pre-paid fee "Y."

(iv) Evergreen Retainers and True Retainers.

(a) Periodically, we may determine that, notwithstanding any other applicable billing model, payment of an "evergreen retainer" and/or a "true retainer" is appropriate to the nature of the services or the Engagement going forward. In such a case, an "evergreen retainer" is a security deposit maintained separately in our client trust account at a stated minimum level throughout the Engagement. The evergreen retainer does not pay for services as they are rendered—services are billed against other pre-paid fees or invoiced separately. The evergreen retainer serves solely to secure payment of any amounts that remain unpaid at the conclusion of the Engagement. At the end of the Engagement, if Client owes WLF any amount not covered

by other payments, we may apply the evergreen retainer to those amounts. To the extent not applied to unpaid amounts, the evergreen retainer will be refunded to Client.

(b) On the other hand, a “true retainer” is a fee we may require to ensure our availability during a specified period of time or on a specified matter, but does not serve to any extent as compensation for legal services performed or for expenses incurred. This means that while a true retainer guarantees our availability to you, it is earned on receipt, is not refundable, will not be returned to you, and will not be used for, but will be in addition to, fees paid to us for our services and amounts paid to reimburse us for expenses/disbursements.

III. SUBSCRIPTION SERVICES & STARTUP PACKAGES

A. Subscription Services.

(i) Subscription services provide reserved attorney capacity and priority access for a specific number of hours per month in exchange for monthly fees paid in advance via automatic payment. The monthly subscription fee represents payment for WLF’s reserved capacity and availability during the subscription period, regardless of whether Client utilizes the included hours. Subscription fees are deposited directly into WLF’s operating account and treated as earned immediately upon receipt. Hours included are billed at \$50 per hour when used.

(ii) Each subscription tier includes a specified number of reserved hours per month for Client’s priority use. Reserved hours do not roll over from month to month. Subscription billing begins on the first day of the calendar month following execution of the Services Contract. Upon execution, Client will provide payment method information as requested by WLF. The first monthly subscription fee will be charged on the first day of the first subscription month, and subsequent monthly fees will be charged automatically on the first day of each month thereafter.

(iii) Either party may terminate the subscription at any time in accordance with Section VII.A (Termination). If Client terminates, no refund of the current month’s subscription fee will be provided, as such fees are earned immediately upon receipt. Automatic payments will cease for months following the month in which termination occurs.

(iv) When Client requests work under the subscription, WLF will request an advance retainer to be charged against for time to be incurred. Such retainers will be treated as provided in Section II.E(i) (Hourly-Rate). Time incurred will be billed against this retainer at \$50 per hour for time included in the monthly allocation for such tier; and any time required in excess of the monthly allocation will be billed at the excess hourly rates specified in the Services Contract. Any portion of such pre-paid retainers will be refunded to the Client when the relevant work is completed or the Engagement terminates.

(v) The scope of services included in each subscription tier, the number of reserved monthly hours, usage rates, excess hourly rates, and minimum commitment periods shall be as set forth in the applicable Services Contract.

B. Startup Packages. Subject to applicable rules of professional conduct, prepaid payments for startup packages will be deemed earned in full once substantive work has begun. “Substantive work” means work beyond initial consultations or administrative tasks, and includes (without limitation) preparing organizational documents, filing formation documents, or other material legal work related to the package services. If Client terminates the Engagement before substantive work has begun, WLF will refund the prepaid fee less any costs incurred for initial consultations or administrative setup. Once substantive work has begun, the entire prepaid package fee is deemed fully earned and non-refundable, even if all enumerated package services have not been completed.

C. Entity Formation Payment Obligations. When WLF forms a new entity for individual clients, those individuals remain jointly and severally obligated for all payment and other obligations incurred prior to and after the entity's formation, even after they cease to be Clients. This obligation continues regardless of whether the individual retains any ownership interest in the newly formed entity or whether that entity remains a Client.

IV. EXPENSES, BILLING & PAYMENT MECHANICS

A. Expenses. Fees for services do not include out-of-pocket expenses. These are Client's additional responsibility. We may request you to directly pay expenses or reimburse us for disbursements we incur on your behalf. We may pay for expenses out of pre-paid fees or retainers, and either make the appropriate adjustment thereto or invoice you for reimbursement. No expenses will be incurred without your prior consent except such expenses as we believe are necessary, customary, or advisable to render our services. Expenses include filing fees, document retrieval fees, third-party vendor fees, and other costs incurred in providing legal services.

B. Travel. WLF personnel will not be required to travel for the Engagement unless expressly agreed to in writing in advance. If WLF agrees in writing to travel for the Engagement, any such travel will be subject to WLF's then-current travel policies and reimbursement requirements, and travel time will be billed at the same hourly rate as services.

C. Invoicing; Accounts Stated Doctrine. Invoices are payable on receipt. Invoices for time and expenses will be provided after being incurred, typically in the month following the month incurred. Invoices will be deemed accurate and accepted by Client unless disputed in writing within thirty (30) days after the invoice is sent to Client. Any such disputes shall be sent to TWojcik@WojcikLawFirm.com with a mandatory copy by nationally recognized overnight courier to WLF's mailing address at 3835 E. Thousand Oaks Blvd., #296, Westlake Village, CA 91362. Balances due for which WLF may agree to accept incremental payments over time will accelerate and become due in full, plus any applicable interest in arrears, if any incremental payment is not timely made. The estate of Thaddeus Wojcik may enforce this Services Contract and any personal guaranty as to any amounts due to WLF to the same extent as WLF. Failure to timely dispute an invoice in accordance with this section shall be a defense to any later claim by Client that fees were un-earned or improper. For subscription plans, monthly usage invoices will be provided separately from the quarterly subscription fee and are payable upon receipt.

D. Late Payments: Interest, Enforcement, Collections. If any payment is more than 30 days late, interest will accrue at one percent (1.0%) per month (or the maximum permitted by law, whichever is less) from the invoice date. Payments more than 90 days late may be sought by enforcement action against any guarantor, including filing a lawsuit in lieu of or in addition to arbitration. Notwithstanding anything herein to the contrary, WLF may assign any debt more than 90 days late to a third-party collection agency, which shall have all rights permitted by law to collect the debt. Collection costs shall be added to the amount owed, and Client consents to WLF's disclosure of this Services Contract and any prior engagement letters or contracts and terms to any collection agency.

E. Credit Card Payments. The Firm does not charge a payment processing fee for payments made by credit or charge card.

F. Cryptocurrency Payments. Subject to applicable rules of professional conduct, WLF may, in its sole discretion, agree to accept payment in cryptocurrency for certain fees and under specific circumstances. Due to the volatility and novelty of cryptocurrency, WLF may require payment of a premium

above the stated fee amount and will require a separate written agreement addressing conversion rates, timing, valuation, and other terms specific to the cryptocurrency transaction.

V. CLIENT RESPONSIBILITIES & INFORMATION RELIANCE

A. Client Responsibility for Information. WLF's legal advice is based on information provided by Client. Client is responsible for the accuracy and completeness of all information, documents, and facts provided to WLF. WLF has no duty to independently investigate or verify information provided by Client unless expressly agreed in writing or required by applicable rules of professional conduct.

B. No Business or Financial Advice. WLF provides legal advice only. WLF does not provide business, financial, valuation, investment, or commercial advice. Client is responsible for making all business decisions and should consult appropriate business and financial advisors.

C. No Tax Advice. WLF does not provide tax advice. Any tax-related discussions are informational only. WLF makes no representations regarding tax consequences of any transaction or advice provided. Client should consult independent tax advisors regarding all tax matters.

D. Coordination with Advisors. You authorize us to discuss our representation with your accountants, other legal counsel, and other professional advisors as we think reasonably necessary to provide legal services, including exchanging information. Such disclosures may waive attorney-client privilege as to the information disclosed, and you authorize such limited waiver for the purpose of this Engagement.

VI. TECHNOLOGY, COMMUNICATIONS & CONFIDENTIALITY

A. Use of AI Tools. WLF believes in leveraging modern technology, including artificial intelligence, to enhance the efficiency of legal services provided to clients. WLF may use various artificial intelligence tools in the delivery of legal services, including but not limited to Spellbook, Claude.ai, ChatGPT, and other AI-powered platforms. WLF treats such AI technology as a tool to enhance efficiency and not as a substitute for the Firm's legal judgment. Any AI-generated material is reviewed, edited, and subject to final approval by WLF. While there is always the possibility that the use of such AI tools and platforms may place your confidences and privileges at risk, we believe the value-added efficiencies and benefits resulting from the use of these tools outweigh the risk of accidental disclosure. WLF maintains confidentiality protections when using AI tools and selects vendors and platforms understood by us to be leaders in data security measures. By executing your Services Contract, you expressly acknowledge, understand, and consent to WLF's use of AI tools in connection with the Engagement.

B. Electronic Communications & Storage. WLF uses modern electronic communication and information technology, including email, cloud-based document storage, electronic signatures, and other digital tools. While WLF employs industry-standard security measures, the use of such technologies may place your confidences and privileges at risk. WLF believes the efficiencies gained outweigh the risk of accidental disclosure. By executing the Services Contract, you consent to WLF's use of electronic communication, storage, and transfer technologies as WLF determines appropriate. This consent ratifies any prior use of such technologies.

C. Call Recording and AI Notetaking. Subject to applicable law, video conferences and telephone calls may be recorded and transcribed using reputable AI-powered notetaking services for accuracy and record-keeping purposes. Such recordings and transcripts are treated as confidential client communications subject to the same security considerations as other electronic communications described herein.

VII. VII. TERMINATION, FILES & TRANSITION

A. Termination. Either party may terminate the Engagement at any time with or without cause, subject to WLF's obligations under applicable rules of professional conduct. If the Engagement relates to litigation or arbitration, on termination Client will promptly select new counsel.

B. Client Files. If you request, after termination, on payment of all amounts due to WLF, we will provide you with Client files and other property, subject to payment for time incurred in doing so as is permitted by the applicable rules of professional conduct.

VIII. CONFLICTS, DISPUTE RESOLUTION & LEGAL FRAMEWORK

A. Potential Conflicts of Interest. Client understands that WLF represents multiple clients in the startup and venture capital ecosystem. Client consents to WLF's representation of other clients in unrelated matters, even if such clients may be competitors, investors, or have interests adverse to Client, subject to applicable rules of professional conduct. This consent does not apply to directly adverse representations in litigation or transactions where Client and another WLF client have materially conflicting interests.

B. Fee Disputes. To the greatest extent not then prohibited, Client and WLF agree to the following (but, if and to the extent so prohibited, Client and WLF agree that the customary practice shall apply):

(i) Under California law, Client has the right to require WLF to arbitrate fee disputes (rather than being sued in court). Even though Client does not have the obligation under the law to require WLF to so arbitrate, Client and WLF each hereby irrevocably and unconditionally agrees in advance to be obligated to resolve any and all fee/expenses disputes pursuant to confidential arbitration under the fee dispute resolution program under the relevant rules thereof; and that such arbitration shall be the sole and exclusive means to resolve any and all disputes regarding fees or expenses regardless of the amount. In the event of such a dispute, we will provide you with such notice and information as may then be required.

(ii) Such arbitration shall occur in Ventura County. To the greatest extent permitted, if the dispute would otherwise be before a panel of more than one arbitrator, Client and WLF irrevocably agree in advance that, instead of being assigned to a panel, the dispute shall be arbitrated (and, if the arbitration is not binding, any appeal or review shall be) before a single attorney arbitrator.

(iii) Under California law, arbitration is not binding unless the parties agree in writing to binding arbitration after a dispute has arisen. This means Client has the choice between non-binding or binding arbitration at the time of filing. However, to the extent permissible, if advance agreement is permitted at that time, Client agrees in advance that all arbitration decisions shall be final and binding and not subject to de novo review or other appeal. "Binding" arbitration means the award is final and binding on both parties with very limited grounds for appeal, and waives the right to reject the award and commence a trial de novo.

(iv) The party initiating the arbitration shall pay the filing fee upon initiation. Regardless of which party has the greater prevailing position in the arbitration, the parties shall thereafter equally share the responsibility for the fees payable to the arbitrator(s) and the county fee dispute program. If WLF has the materially greater prevailing position in the arbitration with respect to fees due to it from, and/or expenses for which it is due reimbursement by, Client, then, to the greatest extent permitted by law and applicable rules of professional conduct, Client shall also pay WLF an amount equal to all Other Costs WLF incurs to enforce its rights be paid that which was due from Client. "Other Costs" means: (a) all reasonable attorneys' fees incurred by WLF in connection with the arbitration (and/or any related mediation, if applicable); (b) all fees of the arbitrators; (c) all filing fees; (d) all expert and witness fees and expenses; (e) an amount equal to the time

incurred by WLF personnel preparing for and assisting its outside counsel with the arbitration (and/or any related mediation, if applicable) multiplied by the applicable hourly rate of such personnel, and (f) any other costs and expenses incurred by WLF in connection with, arising out of, and/or related to the arbitration, including without limitation reasonable attorney's fees and other costs and expenses incurred to enforce any arbitration award.

(v) If an arbitration decision permits installment payments by either party, interest shall accrue on the unpaid portion at a lesser rate of one (1.0) percent per month from the date the decision is rendered, or the maximum amount permitted by law.

C. **Insurance Disclosure.** Pursuant to California RPC Sec. 3-410, WLF hereby informs Client that neither WLF nor its principal, Thaddeus Wojcik, carries professional liability insurance.

D. **Consent to Anonymous Description.** Client consents to WLF's anonymous description of the nature and outcome of services provided to Client for professional purposes, including marketing, publications, presentations, professional recognition, and online content, provided Client's identity is not disclosed.

E. **Prior Engagements.** This Services Contract governs WLF's representation of Client and supersedes all prior engagement letters, terms, discussions, and negotiations related to the Engagement. However, all amounts due to WLF before this Services Contract remain due, and obligations of Client and guarantors under prior arrangements survive unless expressly provided otherwise in writing.

F. **Entire Agreement.** The Services Contract and these General Terms and Conditions represent the entire understanding of WLF and Client related to the Engagement and supersede all prior and contemporaneous agreements and discussions. If any portion of the Services Contract is determined by lawful authority to be unenforceable, the remaining provisions shall be enforceable to the greatest extent permitted.

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