

AGREEMENT FOR PRIVATE ATTORNEY SERVICES

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida, by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereinafter called the "Agency," and Cooper & Kirk, PLLC, 1523 New Hampshire Ave NW, Washington, DC 20036, hereinafter called the "Law Firm." This Agreement will bind the parties upon its execution by their duly authorized representatives.

WHEREAS, the Agency requires professional and specialized legal services in the matters described in this Agreement; and

WHEREAS, the Agency, acting for itself and *parens patriae* for and on behalf of the People of the State of Florida (State), has determined that the State may have claims, and the constitutional and statutory mandate to pursue such claims, for damages, declaratory relief, injunctive relief and other rights and remedies against Glass, Lewis & Co., LLC and Institutional Shareholder Services Inc. (ISS) and their related entities making services available in the State of Florida (the "Litigation"), including, but not limited to, violations of unfair methods of competition under the Florida Deceptive and Unfair Trade Practices Act and violations of the Florida Antitrust Act; and

WHEREAS, the Law Firm is qualified with experience in the areas of law related to the Claim, such as, but not limited to, specialized knowledge of potential claims against Glass, Lewis & Co., LLC and ISS and has agreed to perform such professional and specialized legal services outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE LAW FIRM

The Agency agrees to engage the Law Firm and the Law Firm will perform the services described in Appendix A of this Agreement. The Law Firm will perform as outside legal counsel and work collaboratively with the Agency as described in Appendix A. The attorneys in the Law Firm will serve as co-counsel and represent either the Attorney General or the State alongside the Agency's attorneys.

During this Agreement, the Law Firm will not undertake to represent any other client in conflict with or against the Agency, the State of Florida or its agencies involving the subject matter of the Litigation. The Law Firm will not represent another client adverse to the State of Florida or its agencies without the prior written consent of the Agency if the Law Firm has obtained confidential information of a nonpublic nature from the Agency as a result of its representation of the Agency in the Litigation that, if known to the other client, could be used in the other matter by the other client to the material disadvantage of the State or its agencies.

ARTICLE 2. COMPENSATION

The Law Firm will be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Pursuant to section 287.059(7), Florida Statutes, if the amount of the fee is in dispute, the Law Firm agrees to participate in mandatory binding arbitration.

ARTICLE 3. TERM AND TERMINATION

(A) Term. This Agreement, unless terminated, will extend through the conclusion, including appeal, by payment, judgment, settlement or voluntary or involuntary dismissal of any litigation assigned under this Agreement. Notwithstanding any contrary provision in the Agreement, this Agreement may be terminated, without cause and without recourse, upon five business days' written notice to the other party.

(B) Termination. If this Agreement is terminated, the Law Firm will be reimbursed for services satisfactorily performed through the effective date of termination subject to any damages sustained by the Agency by virtue of any breach of this Agreement by the Law Firm.

ARTICLE 4. CONTROL AND MANAGEMENT OF THE MATTER

(A) The Agency and the Law Firm will consult from time to time about all significant aspects of any matter assigned under this Agreement. Nevertheless, it is understood that the Agency will have the final, sole, and unreviewable authority to control all significant aspects of the Law Firm's handling of any case or matter under this Agreement.

(B) The Law Firm will consult with and obtain prior approval from the Agency on all policy and other major, substantive issues affecting any case or matter, including but not limited to the presentation, negotiation, and resolution of the Litigation, the content of any pleading or other court document, and the selection of experts and consultants.

(C) The Agency will designate a member or members of its staff to monitor, review, and participate in the conduct of the Litigation. The Agency may directly participate in any aspect of the Litigation, at the discretion of the Agency. The Agency will have the right to substitute itself, or its designee, for the Law Firm on any aspect of the Litigation when the Agency, in its sole discretion, finds that such a substitution would best serve the State's interests.

(D) The Law Firm will perform the services described in this Agreement at such times and in such sequence as may be directed by the Agency and in compliance with any deadlines set by any court and by any applicable rules.

(E) The Law Firm will hold status meetings with the Agency, at the Agency's request.

(F) Upon the request of the Agency, the Law Firm will promptly report, either orally or in writing as requested, on the status of the Litigation, including, but not limited to, problems,

strategy, analysis, and the like. The Law Firm will provide a comprehensive status report every three months, at a minimum. The Law Firm will disclose fully and accurately all facts and keep the Agency apprised of all developments in the Litigation.

(G) The Agency will designate one or more staff members to act as a liaison with any state agencies that become substantially involved in the Litigation. To the extent feasible, the Law Firm will work through such liaison in communicating with the involved agencies. Copies of all written communications between the Law Firm and any state agencies relating to the litigation will be provided to the Agency.

ARTICLE 5. DOCUMENTATION

(A) Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this Agreement will be reimbursed in accordance with section 112.061, Florida Statutes. Monthly invoices must be prepared in accordance with Chapter 287, Florida Statutes, including detailed contemporaneous time records for the attorneys, paralegals, and law clerks working on the matter in increments of no greater than one-tenth of an hour and documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions. Such invoices must be submitted to the Agency contract administrator in sufficient detail for a proper pre-audit and post-audit review by the twentieth day of the following month.

(B) The Law Firm will maintain detailed records that concern the provision of attorney services under this Agreement in accordance with section 287.059(16), Florida Statutes. These records will be maintained from the inception of the contractual relationship until at least four years after the expiration or termination of this Agreement and promptly provided to the Agency upon request.

ARTICLE 6. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, the Law Firm must keep and maintain public records that are required by the Agency to perform the services specified in the Agreement. Upon the request of the Agency, the Law Firm must provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed those specified in Chapter 119, Florida Statutes, or as otherwise provided by law. The Law Firm must ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Agreement term and following the completion of the Agreement, if the Law Firm does not transfer the records to the Agency. Upon completion of the Agreement, the Law Firm will transfer to the Agency, at no cost, all public records in possession of the Law Firm, or keep and maintain public records required by the Agency to perform the service. If the Law Firm transfers all public records to the Agency upon completion of the Agreement, the Law Firm will destroy any duplicate public records that are exempt or confidential. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency. Failure by the Law Firm to allow the public access constitutes grounds for unilateral cancellation of the Agreement by the Agency any time.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE LAW FIRM SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 7. E-PROCUREMENT

Prior to execution of this Agreement, the Law Firm will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. The online registration can be completed at <https://vendor.myfloridamarketplace.com/>.

ARTICLE 8. W-9 REQUIREMENT

The Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete the Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 9. PAYMENT PROVISIONS

(A) The Law Firm will be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Any attorney's fees that might otherwise be due under this Agreement will be forfeited if, during the pendency of the Litigation the Law firm takes a public position that is adverse to the AGENCY'S settlement or litigation posture, in accordance with section 287.059(7)(b), Florida Statutes.

(B) The Agency is exempt from payment of Florida state sales and use tax and Federal Excise tax. The Law Firm, however, will not use the Agency's tax exemption number to secure any materials or services. The Law Firm will be responsible and liable for the payment of all taxes resulting from this Agreement.

(C) The Law Firm will not pledge the Agency's credit or make the Agency a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(D) Any payment for services will be issued in accordance with the provisions of section 215.422, Florida Statutes.

(E) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of the Vendor Ombudsman are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(F) In accordance with the provisions of section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

ARTICLE 10. E-VERIFY

Pursuant to section 448.095, Florida Statutes, the Law Firm must register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify/employers> to verify the employment eligibility of all new employees hired during the term of the Agreement. If the Law Firm enters into a contract with a subcontractor, the subcontractor must provide the Law Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Law Firm will maintain a copy of such affidavit for the duration of the contract must use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of new employees providing services under this contract. The Agency may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

ARTICLE 11. SUBCONTRACTING

Subcontracting, assignment or transfer of all or part of the interest of the Law Firm in the work covered by this Agreement will be prohibited without the prior written consent of the Agency. If the Agency gives such consent, the Law Firm will ensure that the terms and conditions of this Agreement apply to and bind the party or parties to whom such work is subcontracted, assigned or transferred as fully as the Law Firm is hereby bound and obligated.

ARTICLE 12. DELIVERY OF DOCUMENTS AT END OF TERM

All finished or unfinished documents, data, studies, correspondence, records, reports, and other products prepared by or for the Law Firm under this Agreement will be appropriately arranged, indexed, and delivered to the Agency within 15 days of the end of the term of this Agreement, for the exclusive use of the Agency.

ARTICLE 13. AMENDMENTS

Any modifications or changes to this Agreement must be mutually agreed upon and incorporated in a written amendment to this Agreement signed by both parties.

ARTICLE 14. INDEPENDENT CONTRACTOR

The Law Firm and any of its employees, agents, or assigns are independent contractors and not employees or agents of the Agency.

ARTICLE 15. LIABILITY

The Agency will not be liable for the acts, omissions, or negligence of the Law Firm, its agents, servants, and employees, nor will the Law Firm disclaim its own negligence to the Agency or any third party. The Law Firm will maintain, during the period of this Agreement, a professional liability insurance policy or policies for the professional services to be rendered hereunder.

ARTICLE 16. NON-DISCRIMINATION AND COMPLIANCE

The Law Firm will comply with all applicable federal, state, and local laws and ordinances and will not discriminate on the grounds of race, national origin, religion, gender or physical disability in the performance of the work rendered under this Agreement.

ARTICLE 17. ADMINISTRATION OF AGREEMENT

(A) The Agency Agreement Administrator is Nicholas Weilhammer, Associate Deputy Attorney General.

(B) The Law Firm Agreement Administrator is David H. Thompson, Managing Partner.

(C) All written and oral approvals referenced in this Agreement must be obtained from the parties' respective administrators or their designees.

(D) All notices required herein must be given to the respective parties' Agreement Administrators.

ARTICLE 18. COOPERATION WITH INSPECTOR GENERAL

The Law Firm understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. The Law Firm will comply with this duty and ensure that the subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

ARTICLE 19. PUBLIC ENTITY CRIME, SCRUTINIZED COMPANIES, DISCRIMINATORY VENDORS AND ANTITRUST VIOLATOR VENDOR LIST

Pursuant to sections 287.133, 287.134, 287.135, and 287.137(2) Florida Statutes, the following restrictions apply to the persons or affiliates placed on the convicted vendor list, scrutinized companies, the discriminatory vendor list, or antitrust violator vendor list:

(A) Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By entering into this Agreement, the Law Firm certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the Agency within five days of its, or any of its affiliate's, placement thereon.

(B) Discrimination. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list. The Law Firm will notify the Agency if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Law Firm certifies that neither it nor any affiliate has been placed on such discriminatory vendor list and will notify the Agency within five days of its, or any of its affiliate's, placement thereon.

(C) Antitrust Violator Vendor List. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, the Law Firm certifies that neither it nor any affiliate has been placed on such vendor list and will notify the Agency within five days of its, or any of its affiliate's, placement thereon.

(D) Scrutinized Companies. This Agreement may be terminated at the option of the Agency if the Law Firm is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, has been engaged in business operations in Cuba or Syria, or if the Law Firm is placed on the Scrutinized companies that Boycott Israel List, or is engaged in the boycott of Israel.

ARTICLE 20. APPLICABLE LAW AND VENUE

This Agreement will be governed by and construed under the laws of the State of Florida.

ARTICLE 21. SPECIAL CONDITIONS

(A) The Law Firm will permanently refrain from using or mentioning its association with the Agency in advertisements, letterhead, business cards, etc. The Law Firm's service to the Agency may be generally stated and described in the Law Firm's professional resume. The Law Firm may not give the impression, in any event or manner, that the Agency recommends or endorses the Law Firm.

(B) All contacts with or inquiries from the news media in connection with either the litigation or the services rendered under this Agreement will be promptly referred to the Agency Agreement Administrator for response.

(C) The Law Firm acknowledges that the Agency is required to comply with laws regarding the sharing of information received from law enforcement agencies. The Law Firm further acknowledges that the Agency will not disclose communications from or with other state or federal governmental authorities or apprise the Law Firm of developments relating to investigations or litigation initiated by other state or federal governmental authorities if such communications or developments are provided to the Agency on a confidential basis.

ARTICLE 22. RENEWALS

This Agreement may be renewed upon the signed written agreement by both parties. Renewals are contingent upon satisfactory performance, as determined by the Agency, and are subject to the availability of funds and annual written approval from the Agency as described in section 287.059(12), Florida Statutes. To renew the Agreement, the parties must execute a written renewal Agreement prior to the end of the expiring Agreement term. Finally, renewals shall be upon the same terms and conditions, and no costs for renewal may be charged.

ARTICLE 23. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the Agency is authorized to inspect the: (a) financial records, papers, and documents of the Law Firm that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Law Firm which the Agency determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met.

The Law Firm must provide such records, papers, and documents requested by the Agency within 10 business days after the request is made.

ARTICLE 24. MYFLORIDAMARKETPLACE TRANSACTION FEES

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(24), Florida Statutes and Florida Administrative Code Rule 60A-1.031, all payments will be assessed a transaction fee of one percent, or as may otherwise be established by law, which the Law Firm will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Law Firm. If automatic deduction is not possible, the Law Firm will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031. By submission of these reports and corresponding payments, the Law Firm certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Law Firm will receive a credit for any transaction fee paid by the Law Firm for the purchase of any item. if such items are returned to the Law Firm through no fault, act, or omission of the Law Firm. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Law Firm's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements will constitute grounds for declaring the Law Firm in default and recovering re-procurement costs from the Law Firm in addition to all outstanding fees. If Law Firm is delinquent in paying transaction fees it will be excluded from conducting future business with the State.

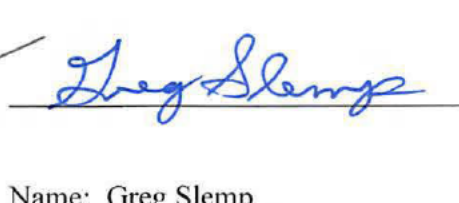
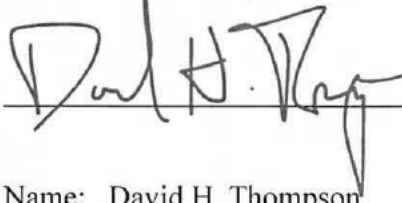
ARTICLE 25. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments and appendices, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. The parties have not relied on any communications not set forth in this Agreement, its attachments, addenda, and appendices.

IN WITNESS WHEREOF, the Agency and the Law Firm have executed this Agreement.

COOPER & KIRK, PLLC

OFFICE OF ATTORNEY GENERAL



Name: David H. Thompson

Name: Greg Slem

Title: Managing Partner

Title: General Counsel

Date: 9/30/25

Date: 9/30/25

FEID Number: [REDACTED]

Agreement # K05910

APPENDIX A TO THE AGREEMENT FOR PRIVATE ATTORNEY SERVICES

DESCRIPTION OF SERVICES

1. The Law Firm will provide legal services to the AGENCY relating to claims for penalties, damages, declaratory relief, injunctive relief and other rights and remedies against Glass, Lewis & Co., LLC and ISS and their related entities making services available in the State of Florida (the "Litigation"), including but not limited to, violations of unfair methods of competition under the Florida Deceptive and Unfair Trade Practices Act and violations of the Florida Antitrust Act. The Law Firm's attorneys will serve as co-counsel and represent either the Attorney General or the State of Florida alongside the Agency's attorneys.

2. The services will consist of the following and such other services as may be assigned by the Agency to the Law Firm, subject to Article 4 of the Agreement:

(A) Providing counsel, representation, claim preparation, trial, and appellate services to carry out the Litigation as necessary.

(B) Investigation, research, document review, and data analysis necessary to carry out the Litigation.

(C) Preparing and providing to the Agency all documents and instruments that the Agency deems necessary or appropriate to carry out the litigation, and in such form as the Agency deems necessary or appropriate, including but not limited to electronic, magnetic or paper.

(D) Hiring all consultants and experts necessary to carry out the Litigation.

(E) Being available upon the reasonable request of the Agency to consult with any group or person designated by the Agency regarding the Litigation.

(F) Taking all legal action necessary to collect any recovery resulting from judgment entered in, or settlement of, the Litigation.

(G) All other legal services necessary to successfully carry out the Litigation.

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APPENDIX B TO THE AGREEMENT FOR PRIVATE ATTORNEY SERVICES

FEES AND REIMBURSEMENT STRUCTURE

1. The Agency shall pay the Law Firm a blended rate of \$795.00 per hour for attorney time and \$245.00 per hour for paralegal or law clerk time, which the Agency recognizes is a substantial discount from the Law Firm's standard hourly rates; provided, however, the Law Firm shall be entitled to a higher rate as is determined reasonable by the court in its fee award if anyone other than the State of Florida (including the Agency) is required or ordered to pay attorney's fees for the work performed by the Law Firm on behalf of the Agency.
2. The Law Firm agrees to advance all costs and expenses, including but not limited to travel expenses, deposition, hearing, and trial transcripts, expert witness and consultant fees and expenses, copying charges, etc. necessary to fulfill the terms of this Agreement. The Agency will reimburse the Law Firm its reasonable costs and expenses as part of the monthly invoicing process pursuant to Article 5 of this Agreement.
3. Compensation of counsel associated by the Law Firm pursuant to Article 11 of this Agreement (including reimbursement of any costs and expenses advanced or incurred by such counsel) shall be determined solely by agreement between the Law Firm and such counsel. The Agency shall have no fiscal responsibility or liability for compensation of such counsel. The Law Firm agrees to indemnify, defend, and hold harmless the State of Florida (including the Agency) against any claim for compensation or reimbursement of costs or expenses asserted by counsel associated by the Law Firm pursuant to Article 11 of this Agreement.