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WRITER'S DIRECT LINE  
850.513.3373  
jallison@foley.com EMAIL

January 17, 2018

**VIA E-MAIL**

Mr. Bill Clarke  
Foster Moore International Limited  
5520 Dillard Dr. #280  
Cary, NC 27518  
bill.clarke@fostermoore.com

Re: Engagement Letter Agreement

Dear Mr. Batten:

Thank you for selecting Foley & Lardner LLP (the "Firm") to represent Foster Moore International Limited. (the "Company"). Although we regret the length and formality of this Engagement Letter Agreement ("Agreement"), it is important that we have a clear understanding of our working relationship going forward. Please do not hesitate to contact us if you have any concerns.

**1. Scope of Engagement**

This Agreement confirms the terms of this matter. The scope of our engagement will be procurement consulting (the "Matter"). The Statement of Work is attached and incorporated herein. Should you or the Company retain the Firm for additional work on subsequent matters, the specifics of this Agreement will remain the same unless otherwise communicated.

**2. Staffing**

I will have primary responsibility for this Matter, but will utilize other professionals when that is appropriate and cost effective. We will keep the Company informed of our progress, and will utilize our best efforts to respond to the Company as promptly as possible. In return, the Company agrees to keep us informed of any developments that affect the Matter as soon as the Company becomes aware of them, and to be available when we need to consult with the Company.

**3. Conflicts of Interest, Advance Waiver of Conflicts and Client Identity**

As we previously have discussed, we have determined that there is no present conflict of interest that prevents us from working on the Matter. However, as a large law firm, there may be instances where you ask us to represent the Company in a matter that involves another existing

BOSTON  
BRUSSELS  
CHICAGO  
DETROIT

JACKSONVILLE  
LOS ANGELES  
MADISON  
MIAMI

MILWAUKEE  
NEW YORK  
ORLANDO  
SACRAMENTO

SAN DIEGO  
SAN FRANCISCO  
SHANGHAI  
SILICON VALLEY

TALLAHASSEE  
TAMPA  
TOKYO  
WASHINGTON, D.C.

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or new client of the Firm. Or, conversely, the Firm may be asked during the course of our representation of the Company to represent another existing or new client in a matter that involves the Company. In either instance, if the other client's interests and the Company's interests in the matter are directly adverse, the Firm may not handle the matter without your consent. By executing or otherwise affirming the terms of this Agreement, you consent now to such instances in connection with the following types of matters:

- a. Counseling, advice, and negotiation regarding agreements, rights, or obligations, and preparation of documents.
- b. Arbitration, litigation, or other contested proceeding.
- c. Advocacy before federal, state, and local governments and non-judicial governmental entities.
- d. Bankruptcy or insolvency proceedings in which the client may have an interest.
- e. Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the USPTO, or prosecuting non-interfering IP for another client in a related technology.

The Firm agrees that it will not handle directly adverse matters for other clients that are substantially related to any work the Firm performs for the Company.

This consent shall also permit the Firm to represent in the future any other parties who are or become adversely involved in any matters in which the Firm represents the Company, provided that the matters in which the Firm represents those other parties are not substantially related to any work the Firm performs for the Company. However, the firm will notify Company if requested to litigate in court adverse to the Company.

Finally, unless specifically requested by the Company and agreed to by the Firm, the Firm's representation does not extend to your affiliates. However, the firm has agreed to represent Foster Moore US LLC in addition to Company. Accordingly, the Firm may represent other clients in matters directly adverse to those affiliates. If the Company requests and the Firm agrees to represent an affiliate, the Company agrees that the affiliate is bound by the terms set forth in this Agreement



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4. Fees and Billing

The Company also understands that the payment of the Firm's fees and costs is not contingent upon the outcome of the Matter.

a. We have agreed upon the following billing arrangement for the Matter. If the Firm and the Company agree to expand the scope of services as defined in this Agreement, the Firm reserves the right to re-negotiate the fee structure.

b. The Firm and the Company have agreed that the Company will pay per month as a flat fee (otherwise known as a "fixed fee") for the Firm to represent the Company in the Matter. For the Company's payment of this flat fee, the Firm will perform services as set forth in this Agreement. In the event that the Company decides to pursue a strategy not recommended by the Firm or expand the scope of the Matter beyond that defined in this Agreement, the Firm reserves the right to re-negotiate the flat fee.

c. As you are likely aware, the State of Florida requires registered lobbyists to report

d. Invoices are normally sent to the Company each month and reflect the services and expenses incurred the previous month. Payment is due promptly upon receipt.

In addition, subject to our rules of professional responsibility, we may also cease performing services for the Company until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

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5. Limitations of Liability

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the Company's right to recover damages in a legal malpractice action that may exceed our insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the Company's claim.

6. Retainer Requirements

Due to the nature of the services to be provided, we do not require a retainer.

7. Term of Representation

The initial term of this Agreement is from January 17, 2018 to January 17, 2019. However, the parties do anticipate continuing the engagement after January 17, 2019. Upon expiration of the initial term of this Agreement the parties may continue the engagement on a month to month basis. This Agreement may be continued by written acknowledgment by both parties or the parties may make adjustments if necessary to the statement of work and/or flat fee.

a. Either party may terminate this Agreement at any time for any reason by written notice. The Firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, the Firm will take all reasonable and practical steps to protect the Company's interests.

b. Unless previously terminated, our representation of the Company in the Matter will end when we send our final invoice. After the Matter ends, there might be changes in laws or regulations that might affect the Company's future rights and liabilities, but the Firm does not have an obligation to continue to advise the Company about future legal developments, unless the Company engages us to do so.

8. Disposition of Files and Records

a. Following the conclusion of the Matter, we will maintain the confidentiality of any of your confidential information provided us in accordance with applicable rules of professional conduct. We will attempt to return to the Company any original documents provided by the Company, or provided by a third party, unless the Company provides written authorization to destroy them.

b. The Firm has internal policies that determine the retention period for closed representation files, which includes all electronic or hard copy records related to the Matter. Therefore, we will retain the files pertaining to the Matter, including material prepared by or for the internal use of our attorneys, for a minimum period of ten (10) years following the conclusion of the Matter. Therefore, if the Company does not request return of this file material

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prior to the expiration of the retention period, the Firm reserves the right to destroy it at the end of the defined retention period without further notice to the Company. Upon the Company's reasonable request, the Firm will provide such portions of these file materials to the Company as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs.

**9. Communication**

a. We often send to our client's information about the Firm or legal matters we think might be of interest to them. The Company agrees that we may send the Company this material, either by electronic mail or other means. The Company also agrees that we may communicate with the Company about this Matter by electronic mail on an unencrypted basis.

b. Either at the beginning or during representation, we might express opinions or beliefs concerning the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

c. The Company agrees that the Firm may list the Company on publicly disclosed lists and other materials as a client that the Firm represents.

**10. Arbitration**

Any dispute over fees and/or costs (a "Dispute") will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the "JAMS Rules"). Arbitration shall be held in Leon County, Florida, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Leon County, Florida, and each party hereby consents to the exclusive jurisdiction and venue of the Leon County, Florida in any claim or action arising hereunder. By signing this Agreement containing this provision, the Company agrees to waive any and all rights to a jury trial regarding any Dispute.



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Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Please confirm the Company's approval of this Agreement by signing and returning a copy to me at [jallison@foley.com](mailto:jallison@foley.com). If the Company has any questions, or if this Agreement does not accurately set forth our arrangement, please let me know.

We look forward to working with you on this Matter.

Very truly yours,

FOLEY & LARDNER LLP

By:

Jason M. Allison

AGREED AND ACCEPTED:

FOSTER MOORE INTERNATIONAL LIMITED

BY:

J. B. Foster  
J.B. FOSTER

ITS:

CEO & PRESIDENT

DATE:

23 Jan 2018



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December 7, 2018  
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Please confirm the Company's approval of this Agreement by signing and returning a copy to me at [jallison@foley.com](mailto:jallison@foley.com). If the Company has any questions, or if this Agreement does not accurately set forth our arrangement, please let me know.

We look forward to working with you on this Matter.

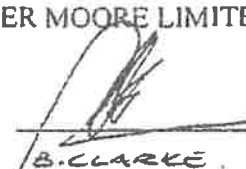
Very truly yours,

FOLEY & LARDNER LLP

By: \_\_\_\_\_  
Jason M. Allison

AGREED AND ACCEPTED:

FOSTER MOORE LIMITED

BY:  \_\_\_\_\_  
B. CLARKE  
ITS: EVP Business Development

DATE: Dec 7 / 18

Costs of Services and/or Deliverables (inclusive of taxes): per month – fixed (prorated for any partial month)

Foster Moore Project Manager (Name, Address and Telephone Number):

Bill Clarke  
Foster Moore Limited  
Suite 160, Center Green III  
5000 CentreGreen Way  
Cary/Wake, NC 27513  
1(416)524-4542  
Bill.clarke@fostermoore.com

Firm Project Manager (Name, Address and Telephone Number):

Jason Allison  
Foley & Lardner LLP  
106 East College Ave.  
Suite 900  
Tallahassee, FL & IL 32301  
(850) 222-6100  
jallison@foley.com

Identity of Firm's Employees Performing Services and/or Deliverables: Jason Allison, Myles Berman, Elgie Sims Jr, Robert Hosay

Location for Performance of Services and/or Deliverables: State of Florida and Illinois.

Foley & Lardner LLP

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Foster Moore Limited

Signature  \_\_\_\_\_

Title VP Business Development

Date Dec. 7 / 18