

## TERMS AND CONDITIONS OF ENGAGEMENT

Lola Hogan Insurance Consulting, LLC  
Tax ID: 47-1837575

Work is performed on a time and expense basis in accordance with the most recent fee schedule.

A suitable retainer may be required from the client in advance. The retainer to be held by Lola Hogan Insurance Consulting, LLC (LHIC) until the final bill is prepared and which time the account will be reconciled.

Matters are invoiced monthly and payment is due upon receipt. Balances outstanding over 60 days are subject to a late charge of 10% of the total amount owed. LHIC may, without liability, withhold delivery of reports or other data, may suspend performance of obligations and decline further work with any client until the outstanding amounts are paid in full.

No warranty, expressed or implied is made concerning work performed under this agreement including LHIC's findings, opinions, recommendations or advice.

The client assumes full and complete responsibility for all uses of LHIC's work or recommendations and agrees to hold harmless and indemnify Lola Hogan and Lola Hogan Insurance Consulting, LLC against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fee and expenses resulting from an alleged or actual damages arising from the use or nonuse of LHIC's recommendations or work under this agreement.

The client agrees that in no event shall Lola Hogan or LHIC be liable for any incidental or consequential damages, direct or indirect, arising from LHIC's services.

In any litigation involving the client in which LHIC is compelled by subpoenas or court order to testify at a deposition or judicial proceeding, or to produce documents regarding work performed by LHIC, the client agrees to compensate LHIC at the prevailing hourly rate, for all time spent by LHIC in responding to such legal process, including all time spent preparing for such testimony. The client also agrees to pay LHIC's reasonable attorney's fees and costs in connection with any such legal process.

In the event of a lawsuit between the client and LHIC under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Monterey County, California unless LHIC consents to another jurisdiction. California law shall apply to any such proceeding.

Signed \_\_\_\_\_ Date: \_\_\_\_\_