

**Terms and Conditions of Agreement – Bill Way Litigation, LLC**  
**WILLIAM SERVISS WAY, CPCU, ARM**

Work performed on a time-and-expenses basis will be charged in accordance with the most current Fee Schedule of William S. Way.

At the discretion of William S. Way, a suitable retainer will be required from Client in advance. “Client” is always the retaining law firm. Such an amount will be held by William S. Way until the final invoice is prepared, at which time Client’s account will be reconciled.

Invoices are typically rendered monthly or in accordance with the agreed-upon payment schedule, and are due upon receipt. Outstanding balances past due over 60 days are subject to a delinquency charge of 10% of the amount of the outstanding balance, until paid. William S. Way, without liability, may withhold delivery of reports or other data, and may suspend performance of his obligations to Client, pending full payment of all charges. William S. Way reserves the right to decline further work with any Client delinquent in payment of the charges due to William S. Way for previous work, until such balances are paid in full.

No warrantee, express or implied, is made concerning work performed under the agreement, including William S. Way’s findings, recommendations, specifications, or professional advice.

Client assumes full and complete responsibility for all uses and applications of William S. Way’s recommendations or work under this agreement, or failure to use such recommendations or work, and agrees to indemnify and hold harmless William S. Way and Bill Way Litigation, LLC, its members, affiliates, officers, directors, employees, agents, and stockholders against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney’s fees and expenses resulting from alleged or actual damages resulting from the aforementioned use, application, or non-use of William S. Way’s recommendations or work under this agreement.

Client agrees that in no event shall William S. Way or Bill Way Litigation, LLC, its affiliates, officers, directors, employees, agents, or stockholders be liable for any incidental or consequential damages, direct or indirect, resulting from or arising out of William S. Way’s services under this agreement.

In any litigation involving Client in which William S. Way is compelled by subpoena or court order to testify at a deposition or judicial proceeding, or to produce documents regarding work performed by William S. Way, Client agrees to compensate William S. Way at his prevailing hourly rate for all time spent by William S. Way in responding to such legal process, including all time spent preparing for such testimony. Client also agrees to pay William S. Way’s reasonable attorney’s fees and expenses in connection with the foregoing.

In the event of a lawsuit between Client and William S. Way or Bill Way Litigation, LLC under this agreement, such lawsuit shall be filed and tried in a court of competent jurisdiction within Jefferson County, Colorado. Colorado law shall apply to such proceeding. The prevailing party in any such action shall recover from the losing party its reasonable attorney’s fees and costs of suit incurred, in addition to any other relief granted.