INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit’s webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
   Ice Miller LLP

2. Registration Number
   7092

3. Primary Address of Registrant
   One American Square, Suite 2900, Indianapolis, IN 46282

4. Name of Foreign Principal
   Tahzeeb Alam Siddique

5. Address of Foreign Principal
   Flat #102, Building #02, MP. Bhaban, Nakhalpara Te'jgain, Dkaka
   BANGLADESH 1215

6. Country/Region Represented
   BANGLADESH

7. Indicate whether the foreign principal is one of the following:
   ☐ Government of a foreign country
   ☑ Foreign political party
   ☐ Foreign or domestic organization: If either, check one of the following:
     ☐ Partnership
     ☐ Corporation
     ☐ Association
     ☐ Committee
     ☐ Voluntary group
     ☐ Other (specify)
   ☑ Individual-State nationality BANGLADESH

8. If the foreign principal is a foreign government, state:
   a) Branch or agency represented by the registrant

   b) Name and title of official with whom registrant engages

---

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any fiction or body of insurgents within a country assuming to exercise governmental authority whether such fiction or body of insurgents has or has not been recognized by the United States.
9. If the foreign principal is a foreign political party, state:
   a) Name and title of official with whom registrant engages

   b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:
    a) State the nature of the business or activity of this foreign principal.
       Foreign principal is a member of the parliament of Bangladesh. He is also an active businessman with
       several companies in Bangladesh. Foreign Principal is acting in his individual capacity as a member
       of parliament and with respect to this matter, he acting independently of his political party and the
       Government of Bangladesh, as such he is not being directed or supervised by his political party nor
       by the Government of Bangladesh.

    b) Is this foreign principal:
       Supervised by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒
       Owned by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒
       Directed by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒
       Controlled by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒
       Financed by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒
       Subsidized in part by a foreign government, foreign political party, or other foreign principal  Yes □ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other
    foreign principal, state who owns and controls it.
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/07/2022</td>
<td>Michael Millikan</td>
<td>/s/Michael Millikan</td>
</tr>
</tbody>
</table>
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date: 3/7/22

Printed Name: Michael Milliken

Signature: [Signature]

[Table with columns for Date, Printed Name, and Signature]
INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit’s webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
   Ice Miller LLP

2. Registration Number
   7092

3. Name of Foreign Principal
   Tahzeeb Alam Siddique

Check Appropriate Box:

4. ☑ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. □ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. □ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/01/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

   Ice Miller will assist Tahzeeb Alam Siddique to develop a strategy to address improvements in U.S.-Bangladesh relations with the goal of an improved relationship and more constructive discussions on human rights and counter-terrorism issues. Ice Miller’s work will include providing public affairs and government relations services and helping to execute a strategy for Tahzeeb Alam Siddique to engage more effectively with U.S. policymakers and key constituencies concerned with human rights and counter-terrorism issues, in particular, to engage with the Biden Administration on recent actions through the Treasury and State Departments.

FORM NSD-4
Revised 05/20
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Ice Miller will assist Tahzeeb Alam Siddique to develop a strategy to address improvements in U.S.-Bangladesh relations with the goal of an improved relationship and more constructive discussions on human rights and counter-terrorism issues. Ice Miller's work will include providing public affairs and government relations services and developing and helping to execute a strategy for Tahzeeb Alam Siddique to engage more effectively with U.S policymakers and key constituencies concerned with human rights and counter-terrorism issues, in particular, to engage with the Biden Administration on recent actions through the Treasury and State Departments.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act1.

Yes ☑  No □

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration2 for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes □  No ☑

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
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</table>

Received by NSD/FARA Registration Unit 03/08/2022 11:10:52 AM
12. During the period beginning 60 days prior to the obligation to register\(^3\) for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes [ ] No [X]

If yes, set forth below in the required detail an account of such monies or things of value.

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
</table>

13. During the period beginning 60 days prior to the obligation to register\(^4\) for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes [ ] No [X]

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

<table>
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<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
</table>

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1. “Political activity,” as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2, 3, 4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.
**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

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Date Printed Name Signature

5/7/22 Michael Milliken

_________________________  __________________________  __________________________
Appendix
Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Ice Miller will assist Tahzeeb Alam Siddique to develop a strategy to address improvements in U.S.-Bangladesh relations with the goal of an improved relationship and more constructive discussions on human rights and counter-terrorism issues. Ice Miller’s work will include providing public affairs and government relations services and developing and helping to execute a strategy for Tahzeeb Alam Siddique to engage more effectively with U.S policymakers and key constituencies concerned with human rights and counter-terrorism issues, in particular, to engage with the Biden Administration on recent actions through the Treasury and State Departments.
February 22, 2022

Tahzeeb Alam Siddique
Member of Parliament
Flat #102, Building #02
MP. Bhaban, Nakhalpara
Tejgain, Dhaka-1215

RE: Letter of Engagement of Ice Miller LLP

Dear Tahzeeb,

I am pleased that you are considering Ice Miller LLP to represent you, (“Tahzeeb Alam Siddique”) in connection with government relations advice and counsel as described further in this letter. We appreciate the opportunity to be of service to you.

We agree to represent you, in your individual capacity as a Member of Parliament (MP) in Bangladesh’s Jatiya Sangsad (National Parliament). Our representation under this engagement is limited to you as an individual MP. While we may coordinate activities with other parties in Bangladesh, we will not be representing any other MPs, any political parties, any other agencies or entities of the Government of Bangladesh, or any other individuals or groups.

It is our firm’s policy to have an engagement letter with all of our clients. Please take a moment to review this letter (and the enclosed Ice Miller terms and conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement, and the basis on which we will provide legal services to you.

Client and Nature and Scope of the Relationships

Ice Miller will:

1. Represent Tahzeeb Alam Siddique before the U.S. Congress, the Biden-Harris Administration, key U.S. federal agencies, and U.S.-based multilateral organizations that have interests and stakes in Bangladesh’s economic and national security interests.
2. Develop and execute a strategy for Tahzeeb Alam Siddique to engage with U.S policymakers and key constituencies concerned with human rights and counter-terrorism issues, in particular, to engage with the Biden Administration on recent actions through the Treasury and State Departments.
   a. At the direction of Tahzeeb Alam Siddique, the elements of the strategy will entail:
February 22, 2022

Page 2

i. Discussions with any other constituents (to include, but not limited to, other members of Parliament, lawyers, journalists and other individuals) with relevant roles to understand the concerns and pertinent developments in counter-terrorism policies pursued by Bangladesh.


iii. Engagement with State Department, Treasury Department, White House and Congressional policymakers to review current concerns with Bangladesh.

iv. Develop a strategy to address concerns on both sides with the goal of an improved relationship and more constructive discussions on human rights and counter-terrorism issues.

3. Craft a comprehensive brand, digital, and creative plan for Tahzeeb Alam Siddique with a focus on elevating the profile the country’s important role in the Indo-Pacific region.

Performance of Work and Means of Communication

All or a portion of the services we perform may be performed by Ice Miller attorneys, both partners and associates, or by paralegals or practice group specialists employed by the firm. The Ice Miller team will consist of myself, Guillermo Christensen, Jarrod Loadholt, George Hornedo, and any other Ice Miller employee that will provide beneficial assistance for this matter. In accordance with the Foreign Agents Registration Act (FARA), Ice Miller will register on behalf of Tahzeeb Alam Siddique.

Compensation; Other Important Terms and Conditions

As compensation for our work under the terms of this agreement, Ice Miller will be paid $162,000 per year invoiced monthly for an amount not to exceed $13,500 USD per month, plus expenses, for a period of 36 months, beginning on March 1, 2022, with an option to renew with agreement for a further 12 months.

Retainer. Our representation shall commence upon your execution of this letter and our receipt of an initial retainer of Twenty-Seven Thousand Dollars ($27,000) ("Retainer Deposit"). The Retainer Deposit will be deposited to and held (without interest to you) in our trust account as partial security for payment of our fees, ancillary charges and expenses, until the conclusion or earlier termination of this engagement, when it will be applied to our final statement with any unused portion thereof being promptly refunded to you after payment in full of all amounts due to us. Until the Retainer Deposit is so applied, you agree to immediately replenish the

[Signature]
February 22, 2022
Page 3

Retainer Deposit bringing the then balance of the Retainer deposit back to the original Retainer Deposit amount of Twenty-Seven Thousand Dollars ($27,000).

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include non-routine photocopying, mileage, travel expenses, and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

The Company also acknowledges and confirms that Ice Miller is not representing a sanctioned party (OFAC) and we are not receiving funds from a sanctioned entity.

Ice Miller’s standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

Acceptance

We hope that this letter is helpful to you and accurately states the scope of the representation agreed upon. We intend to provide government relations services based on this letter and will assume that this letter accurately reflects our mutual agreement, unless you promptly notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided and return the same to me.

[SIGNATURES ON FOLLOWING PAGE]
February 22, 2022

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided and return the same to me.

Sincerely yours,

ICE MILLER LLP

Tim Day

Guillermo Christensen

Acknowledged and Agreed:

Date: 02/22/2022

Tahzeeb Alam Siddique, MP

Enclosures: Terms and Conditions of Engagements for Legal Services
Copy of Engagement Letter
Return Stamped Envelope

cc: Accounting Department
Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity.

Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for work
performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with...
any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of $300 and a maximum of $700, depending on the extent and number of any matters reported. However, the fee may exceed $700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot and will not promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at enews@icemiller.com.

Revised: July 2018