



LAW OFFICE OF
CHARLOTTE C. LIN

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RETAINER AGREEMENT

The undersigned (“Client”) voluntarily retains and employs the Charlotte C. Lin, Law Office of Charlotte C. Lin, 1000 Town Center Drive, Suite 300, Oxnard, CA 93036; Leonnel Iruke, of Empire Legal PLLC, 8303 Southwest Freeway Suite 900, Houston, TX 77074; Magnus Daar, Advokatfirman Rise & Co AB Ferkens Gränd 1, 111 30 Stockholm, Sweden; and Joakim Strignert, Juristfirma Din Rätt, Salagatan 18A 753 30 Uppsala, Sweden as Client’s attorneys (“Attorneys”) to represent client in a group/collective/class action (“Class Action”) for damages, injuries and equitable relief, interest and legal costs (“Claims”) sustained by Client for Claims arising from the purchase of any crypto currency “mining” machines or products or services including, but not limited to, Titan (“Titan”), Neptune (“Neptune”), Jupiter (“Jupiter”) from KnCMiner AB and company affiliates, such as KnC 20nm Sweden AB and KnC Group AB, (“KnCMiner”) and any and all others who Attorneys in their sole discretion may elect to sue, in jurisdiction of Sweden.

1. **SCOPE OF REPRESENTATION:** The Claims that Attorneys are being retained for is limited solely to the advocacy of Claims in trial court and shall not include any appeals of any decision, unless a separate retainer is entered into.

This agreement provides only for representation through trial. It does not cover other circumstances, for example:

- a. Defending you against claims that KnCMiner or another party may have against you;
- b. Representing you in an appeal; or
- c. Representing you in any proceedings that may be necessary to collect a judgment.

If it is necessary for you to incur additional fees in such a circumstance, we will need to negotiate a separate fee arrangement at the time such event occurs.

2. **GROUP/CLASS/COLLECTIVE ACTION:** As there are other consumers of KnCMiner who have similar claims, Attorneys have elected to proceed advocating for the Claims as a group, class, or collective action (“Class Action”). In the Class Action, Client’s Claims are joined with the Claims of other similarly situated individuals.
3. **CONFLICT OF INTEREST:** In a Class Action there is a potential for conflict of interest between multiple Clients. Attorneys do not anticipate or foresee any conflict arising due to representing the Class Action. However, by signing this agreement, Client is specifically waiving any conflicts that may exist or may arise in the course of processing the Claims.
4. **EMPLOYMENT OF PERSONNEL:** Attorneys may, in their sole discretion and at their sole expense, employ and utilize associate counsel, co-counsels, secretarial, and paralegal employees

to represent and work with the Client on Claims. Please be advised that Attorneys work closely with other law firms who may be co-counsel and/or referral firms in this litigation. Client understands and agrees that in the course of this class litigation, Attorneys may, without further notice to client, employ and/or work with other law firms, and that Attorneys may divide any fees received with such other law firms in proportion to the services performed by each firm.

5. COSTS AND EXPENSES:

You agree to pay a retainer for fees and costs in connection with our representation of you under this agreement prior to services rendered. Retainer for representation in the Class Action will be 15% of your invoice(s) paid to KnCMiners. **Retainer fee must be paid in full prior to any services rendered by Attorneys. This retainer fee is non-refundable.** You acknowledge that no guarantee is made on your potential recovery, nor on the outcome of your case.

Attorneys will bill hourly against the retainer. Attorneys' rates are \$425 USD per hour.

You further acknowledge that we have made no promises about the total amount of attorney fees that you may incur under this agreement. We may incur additional attorney fees and litigation costs including, including but not limited to, expert witness or consultant fees. We may also incur administrative costs to assist us in litigation of the Class Action such as costs for assistants, paralegals, website developers, website administrators, and other consultants.

If, during the course of litigation, the court demands a security bond for your individual case, you are also liable for a bond, which is refunded upon favorable verdict. We make no guarantee that we can seek a waiver of your bond requirement, nor that you will be able to collect your recovery upon a favorable verdict. We will submit the argument to the court that KnCMiner can only claim bond for citizens in countries outside European Union and countries that not have ratified the 1954 Hague Convention on Civil Litigation. Depending on the nationalities represented in the Class Action, we may be able to seek a waiver of the bond from the court. However, without knowing the nationalities of the members of the Class Action prior to the lawsuit, we cannot guarantee that we are able to seek this waiver. This bond requirement may also be subject to modification based on the judge's discretion. Thus, we make no guarantee that the court will waive the bond requirement.

6. POSSIBLE AWARD OF ATTORNEY FEES. Certain statutes provide for the award of attorney fees to the prevailing party. This is a two-way shift of attorney fees. **Following trial, the court may order the losing party to pay the fees and costs that the winner has incurred.** If you win, the court may award you and/or the Class Action such statutory fees following trial. You are entitled to the amount of your retainer fee paid to our firms. You will seek recovery of the amount of your retainer fees paid from KnCMiner. You will not receive a refund from Attorneys for the retainer fee.

Attorneys may incur additional hours, fees, and litigation costs beyond your retainer fee. Attorneys are entitled to any amount outstanding, not covered by the initial retainer, from the award of statutory attorney fees.

You acknowledge you understand that if you lose your Claims against KnCMiner, you will be liable for attorney fees and costs to KnCMiner that they have incurred in their defense.

7. **ADDITIONAL SERVICES:** This agreement encompasses legal services to be rendered at the trial level and is exclusive of services related to an appeal. If taking or responding to an appeal from a decision at that level or the performing of any other services is deemed advisable or appropriate by Attorneys and Client, an additional agreement respecting such services will be required.
8. **KEEPING INFORMED:** Client shall deliver to Attorneys all documents and information relevant to Client's Claims in his/her possession or under his/her control. **The Client shall keep Attorneys informed as to the status, change, and progress of all mining machines or products purchased by Client from KnCMiner, and any other information that could affect the Client's Claims. A breach of this term is ground for withdrawal by Attorneys.** Client agrees that no information concerning this Claim will be given to anyone other than Attorneys. Attorneys shall advise the Client of any material change in the status of his/her Claims.
9. **SETTLEMENT OF CLAIMS:** No settlement of the Claims shall be made without the approval of Client, nor shall the client obtain any settlement without the notice to, and knowledge of Attorneys.
10. **OUTCOME OF CLAIMS:** Attorneys have made no promises or guarantees regarding the outcome or determination of any Claims, and any and all statements that are made from time to time, are based solely upon facts known to Attorneys at that time and are not intended as, nor should they be construed as, any such promise or guarantee.
11. **TAX ADVICE SPECIFICALLY EXCLUDED.** We have advised you that any settlement or judgment obtained as a result of the representation will have tax consequences. In addition, the payment of attorney fees hereunder has tax consequences. We have informed you that any and all tax advice is specifically excluded from the scope of the services we will provide under this agreement. We have informed you that we are not experts in tax law, nor experts in laws of your country, and have recommended that you obtain advice from a tax practitioner concerning the tax consequences of any recovery.
12. **WITHDRAWAL:** This Agreement shall terminate at the conclusion of the litigation. However, Attorneys may withdraw from representation prior to the conclusion of the litigation, provided that such withdrawal is consistent with local Bar rules.

We retain the right to withdraw from your case at any time on reasonable notice if continued representation could involve us in ethical violations, if a lack of cooperation by you prevents us from properly pursuing your case, or for other good cause such as nonpayment of attorney fees and costs. If the need to withdraw arises, or if you choose to retain other counsel and discharge us or to drop the case before settlement or judgment, then we are entitled to payment for all our fees and costs to date regardless of the ultimate outcome of the case.

13. **ATTORNEY-CLIENT PRIVILEGE.** All communications between an attorney and the client are protected by the attorney-client privilege and we will treat them as confidential. The purpose of this privilege is to encourage you to speak openly and freely about your situation so that we can give you accurate legal advice. Information conveyed to an attorney's agent (e.g., a paralegal or a secretary) for transmission to the attorney is also protected.

14. TERMINATION OF AGREEMENT: This agreement will terminate upon completion of the representation described in this agreement. This agreement will also terminate upon withdrawal of Attorneys.
15. PARTIES BOUND: This agreement shall be binding on and inure to the benefit of the Attorneys and the Client, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
16. LIEN FOR FEES AND COSTS. You have agreed to grant Attorneys a lien on all claims or causes of action arising from the subject of our representation of you. The lien is for any sums, including costs, due and owing to us at the conclusion of our services and attaches to any recovery you may obtain, whether by arbitration award, settlement, court action, or otherwise, whether we obtained the recovery or not.

You are aware, and acknowledge, that this lien may significantly impair your interest because our firm may be able to delay payment of any recovery or settlement funds to you until any disputes with us about unpaid attorney fees and costs have been resolved. You acknowledge that we have advised you to seek independent legal advice about granting us this lien and you have had a reasonable opportunity to do so. By initialing this paragraph, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and — whether or not you have chosen to consult such an independent lawyer — you agree that Attorneys will have a lien as specified above.

_____ (Initial Here)

17. DISPUTE RESOLUTION: In the event of any dispute between Client and Attorneys regarding this Agreement or the distribution of any recovery under this Agreement, both parties shall attempt in good faith to resolve the matter through negotiation and, if unsuccessful, shall agree upon a neutral third party to assist them in attempting to resolve the matter informally. If these measures are unsuccessful, the dispute shall be referred for arbitration or another mutually agreed upon alternative dispute resolution provider. Each party shall bear its own fees and costs, and shall share any mutual costs (e.g., arbitrator's fee), regardless of the outcome of the dispute.
18. CONTROLLING LAW: This agreement shall be construed under, and in accordance with, the laws of the State of California or the Swedish substantial laws disregarding its rules of conflicts of laws, depending on who the attorney it regards.
19. SIGNATURE. If you understand and agree to the terms and conditions of this agreement, please print and sign this agreement, signifying your understanding and acceptance, and return it by uploading a copy of this agreement along with your online claims. Please keep the original of this agreement for your records. We will review your online claims file and will contact you if you are eligible for participation in the Class Action. We look forward to working with you on this matter and hope we can achieve a prompt and successful resolution.
20. EFFECTIVE DATE. Upon receiving your online claims file and your signed Agreement, Attorneys will review your case for *eligibility* in the Class Action. You will be informed in writing if you are eligible for the Class Action and that we agree to represent you. Your retainer fee must be paid before this Agreement is effective or for any services to be rendered on your case.

NO AGREEMENT IS MADE UNTIL ATTORNEYS AGREE TO REPRESENT YOU IN WRITING AND YOUR RETAINER FEE IS PAID IN FULL.

Signature:

Client

(signature)

Please Print:

Date: _____

Name: _____

FULL Address (including country)

Phone: _____

Email: _____