

Exhibit C:

March 14, 2022 Letter from Lawrence Rosen to
Austin Thompson

LARocca HORNik ROSEN
& GREENBERG LLP
COUNSELORS AT LAW

THE TRUMP BUILDING
40 WALL STREET
32ND FLOOR
NEW YORK, NY 10005
212.530.4823
212.530.4815 FAX
LHRGB.COM

FREEHOLD COMMONS
83 SOUTH STREET
3RD FLOOR
FREEHOLD, NJ 07728
732.409.1144
732.409.0350 FAX

PRIVATE LENDER GROUP
212.536.3529
732.625.2463 FAX

FRANK J. LARocca #o
JONATHAN L. HORNik
LAWRENCE S. ROSEN
ROSE GREENBERG Δ
AMY D. CARLIN Δ
PATRICK MCPARTLAND Δ
DAVID N. KITTREDGE
JARED E. BLUMETTI
FAISAL R. LATEEF Δ
SANFORD HAUSLER Δ
JASON W. MOUSSOURAKIS Δ
STAN SHAROVSKIY Δ
JOHN L. GARCIA Δ
PETER KELEGIAN Δ
DREW TANNER ‡
LAUREN WEISSMAN-FALK
NELSON DIAZ
RYAN DUFFY
DANIEL KRAFT ‡
Δ NEW YORK BAR ONLY
‡ NEW JERSEY BAR ONLY
◊ OF COUNSEL ATTORNEYS
○ CERTIFIED MATRIMONIAL LAW ATTORNEY

DIRECT DIAL: 212.530.4822
E-MAIL: LROSEN@LHRGB.COM

March 14, 2022

VIA E-MAIL: Austin.thompson@ag.ny.gov

Austin Thompson, Esq.
Assistant Attorney General
New York State Office of the Attorney General
28 Liberty Street, 19th Floor
New York, New York 10005

Re: Responses to the Subpoenas Issued by the Office of Attorney General (“OAG”) to
The Trump Organization (“TTO”)

Dear Mr. Thompson:

We are in receipt of your March 9, 2022, to which this shall respond. At the outset, we reject the OAG’s mischaracterization of the history of TTO’s good faith efforts to comply with the OAG’s subpoenas, the express terms of the parties’ Stipulation dated September 2, 2021 (the “Stipulation”), and the scope of work of HaystackID (“Haystack”) in its role as the jointly selected independent eDiscovery Firm. We see no need to dignify the OAG’s self-serving statements with a seriatim response now, and instead will let the record and the clear and unambiguous terms set forth in the Stipulation and Kevin Wallace’s November 1, 2021 letter govern TTO’s and Haystack’s on-going obligations.

Because of the unsupported demands in your letter, moreover, we are once again constrained to reiterate our prior objections. The OAG’s insistence on additional and unwarranted reporting lacks support in the heavily negotiated Stipulation, is inconsistent with the demands set forth in Mr. Wallace’s November 1 letter, compromises Haystack’s independence, and is quite clearly a pretext for the OAG to control Haystack and micromanage the pre-agreed review process that must be performed free from interference from either the OAG or TTO.

Contrary to the OAG's demonstrably false assertions in its letter, TTO has not at any time "restricted Haystack's ability to report any substantive information to OAG."¹ As a factual matter, TTO has not at any time restricted or in any other way sought to control Haystack's performance of its independent obligations prescribed by the express terms of the Stipulation. As you are aware, Haystack has been providing monthly "progress" reports, even though not required to do so under paragraphs 1 through 4 of Exhibit A to the Stipulation, which are the only provisions of the Stipulation that the OAG elected to invoke in its November 1, 2021 letter. Despite multiple requests to you by TTO, the OAG has repeatedly failed to provide any legal support whatsoever for its heavy-handed insistence that Haystack report to it weekly and that Haystack provide the OAG with reporting details beyond that which was even contemplated by paragraph 6 of Exhibit A to the Stipulation, i.e., "articulating its progress carrying out the responsibilities described herein, and identifying any source of potentially responsive materials to which it has not been provided access." Indeed, the express terms of the Stipulation and the OAG's November 1, 2021 letter make clear that weekly reports are not called for and the parties only contemplated the delivery of a detailed report upon completion of Haystack's work.

With respect to TTO's engagement agreement with Haystack, we note for the record that the OAG has never previously requested a copy of it from TTO. Nevertheless, and as further evidence of TTO's good faith, we are attaching a copy of it to this letter now. Because it was retained to perform independent work and services, we are constrained to defer to Haystack regarding the work Haystack has performed to date and its anticipated completion date, and trust that it and/or its counsel will respond to the OAG.²

The OAG continues to falsely create the appearance of impropriety and/or inadequacy in connection with TTO's efforts to comply with the OAG's six subpoenas. The record demonstrates otherwise, however, as TTO has been working tirelessly and at great expense to address the ever-widening and never ending demands made by the OAG and its "scorched earth" policy for the collection of that information. Indeed, TTO has been nothing but transparent about its collection and production efforts, updating the OAG in depth as to the status of TTO's progress in its September 30, 2021 report and in each of its 27 weekly status reports since the Stipulation was signed. Each report details TTO's progress in carrying out its responsibilities under the subpoenas and the Stipulation, including its work addressing the items referenced in the OAG's November 1, 2021 letter. We note, moreover, that since our September 30 report, TTO has produced to the OAG an additional 211,459+ documents, comprised of more than 1,955,438 pages. This brings

¹ Moreover, the December 29, 2021 email from John Wilson does not support the OAG's contentions.

² However, we do note that the OAG was again wrong when it stated that Haystack's preservation of an email server was performed "only as of February 18, 2022." Haystack's work preserving the 2016 Exchange Server located at Trump Tower began on January 12, 2022 and was completed on January 25, 2022. See the January 17, 2022 and the February 18, 2022 reports issued by John Wilson to the OAG and TTO.

TTO's total production to in excess of 879,930 documents, and more than 5,698,948 pages of information. Nonetheless, the OAG continues to complain that TTO must do more and faster.³

As we stated in our March 11, 2022 weekly report to the OAG, we expect that TTO is nearing completion of its production and anticipate that this will occur by April 15, 2022, if not sooner (subject to potential clean-up and completion of the privilege logs, claw backs, and downgrades). We will continue to update you on TTO's progress as we have been doing each and every week.

Very truly yours,

/s/ Lawrence S. Rosen

Lawrence S. Rosen

Enclosure:

³ Any professed urgency now on the part of the OAG is belied by its own investigatory delays, including most recently its delayed request of TTO, on March 10, 2022, that TTO provide written consent for McGladrey/RSM LLP to disclose tax documents to the OAG. The OAG first mentioned the purported relevance of documents relating to McGladrey's work over four months ago in its November 1, 2021 letter. In TTO's December 10, 2021 report, however, TTO advised the OAG that McGladrey's counsel sought specific guidance directly from the OAG as to which documents McGladrey LLP needs to produce, and in that regard counsel invited the OAG to serve a subpoena upon McGladrey. It is now three months later and by its own admission the OAG has yet to serve McGladrey with a subpoena or pursue a document production from them.



Project Agreement
The Trump Organization

Project:
Project Callaway Blue

December 7th, 2021

Version:
2.0

PROPRIETARY AND CONFIDENTIAL

This document is proprietary to HaystackID LLC and reserves all rights, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of HaystackID LLC. Revised: September 1, 2021
59756868;1



HaystackID LLC Scope of Work

This Scope of Work sets forth a description of the services to be performed by HaystackID for Customer ("Client"), and the fees to be paid by Customer to HaystackID for such services subject to the terms of this Agreement. The effective date of this Scope of Work is as of December 14th, 2021. (All capitalized terms used in this Scope of Work shall have the meanings set forth in the attached Project Agreement.)

Client hereby engages HaystackID as an independent third-party to work diligently to perform the following services (the "Services") in connection with carrying out only the specific duties (as identified in paragraphs 1 through 4 of Exhibit A to the September 2nd, 2021 Stipulation and Order (the "Stipulation"), in the matter of *People v. Trump Organization*, Index No. 451685/2020 N.Y. Cty. Sup. Ct (Docket No. 314)):

1. To obtain and verify a log of all devices issued to each custodian listed on Schedule One attached hereto from January 1, 2014 to December 18, 2020, including, for each custodian, the type of device, a unique identifier for the device (e.g., serial number, inventory tag number), the date issued, the date returned (if applicable), and the current location of the device.
2. To identify all other custodians of hard copy or electronic materials that may be responsive to the OAG subpoenas (as used herein, "OAG" shall mean "the People of the State of New York, by Letitia James, Attorney General of the State of New York"), such materials to include any appraisals or other valuations, purchase records, and any balance sheets, income statements, general ledgers, financial statements, or similar materials reflecting the value or financial performance of any Trump Organization property whose value is identified in or incorporated into any Statement of Financial Condition, or whose value is identified as being excluded from any Statement of Financial Condition.
3. To ascertain the likely locations of responsive records, including by means of documented interviews with potential custodians and other current and former Trump Organization personnel (except, with respect to former Trump Organization personnel, where commercially reasonable efforts are unsuccessful in procuring such an interview).
4. To ensure that one or more backups of Trump Organization data from before or after a data migration that occurred in 2016 is restored to a standalone system where it may be searched.

HaystackID acknowledges that confidential information of Client will be accessible to and/or provided to HaystackID during the performance of its work under this SOW. HaystackID shall maintain in strict confidence all such information and shall only use such information for the purpose of providing services under this SOW.

Client shall pay all Fees and all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on Haystack's net income. Any completion times related to the services performed under this SOW are intended only to be estimates for Client's budgeting and Haystack's resource scheduling purposes. Any such estimate does not include materials, expenses, or taxes. Client shall pay all invoices within 30 days of receipt thereof from Haystack. Should it become necessary to institute collection proceedings, Client shall pay all costs incurred by Haystack, including without limitation, reasonable attorneys' fees, whether or not suit is filed.

HaystackID shall take all steps necessary to ensure that the Services to be performed hereunder are performed by employees and/or subcontractors who, to date, have not performed, and will not in the future perform, any services for Client pursuant to HaystackID engagements other than this one.



All HaystackID work product and communications shall be treated as confidential and shall not be disclosed to any third party, except that Haystack shall notify Client and the OAG at such time as each requirement set forth in 1 through 4 of Exhibit A to the Stipulation is completed by HaystackID.

In order to facilitate HaystackID's performance of the Services, the Trump Organization will provide HaystackID with access to certain of its attorney-client communications and/or attorney work product, which shall not be deemed a waiver of any such privileges. HaystackID shall cooperate with Client's authorized legal representative(s) and Client in protecting Client communications and work product from disclosure.

RATE SCHEDULE

Service	Description of Service	Unit	Rate	Notes
Forensics (USA)	Forensic Services - Data Collection (Remote)	Per hour	\$250.00	Travel time 50% of billable rate over 2 hours - Travel Expenses at Cost
	Forensic Services - Data Collection (On-Premises)	Per hour	\$300.00	Travel time 50% of billable rate over 2 hours - Travel Expenses at Cost
	Forensic Services - Mobile Device Collection (Remote)	Per Device	\$750.00	
	Windows Laptop/Desktop Collection (Remote)	Per Device	\$650.00	
	Forensic Services - Analysis Reporting, Processing, Advanced Collection, Consulting, Investigation, and Reporting	Per Hour	\$350.00	Travel time 50% of billable rate over 2 hours - Travel Expenses at Cost
	Forensic Testimony (Written)	Per Hour	\$450.00	Travel time 50% of billable rate over 2 hours - Travel Expenses at Cost
	Forensic Testimony (Live)	Per Hour	\$650.00	Minimum 12 Hours Plus Prep Time
	Forensic Media (1TB)	Per Device	\$150.00	Larger capacity drives not included
	Travel / Expenses / Shipping	TBD	At Cost	

[SIGNATURES NEXT PAGE – REST OF PAGE INTENTIONALLY LEFT BLANK]



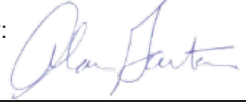
COMMENCEMENT DATE AND TERM

HaystackID services will commence on December 15, 2021, with execution of this Scope of Work, the Agreement and all documents attached thereto and upon receipt of data. Services will continue until they are terminated pursuant to the terms of this Agreement.

AUTHORIZED SIGNATURES

By signing below as an authorized Customer representative, Customer authorizes HaystackID to proceed with the engagement as defined in and subject to the terms and conditions of the Project Agreement. The parties may execute this Scope of Work in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Scope of Work. A facsimile, pdf signature, scanned image of an original signature or an electronic signature of any Party to this Scope of Work is binding upon that Party as if it were an original.

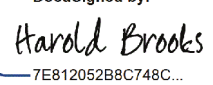
The Trump Organization

By: 

Name: Alan Garten

Title: EVP and Chief Legal Officer

Date: December 15, 2021

Haystack DocuSigned by:

By: 7E812052B8C748C...
Name: Harold Brooks
Title: CEO
Date: Dec 14, 2021 | 19:26 CST

Project Agreement

HaystackID and Customer ("**Customer**" or "**You**") (each a "**Party**" or together, the "**Parties**") agree that all goods and services provided by HaystackID under this agreement (including the Scope of Work, Exhibits, Attachments, Addenda, and Appendices incorporated herein by reference, shall be referred to as the "**Project Agreement**" or the "**Agreement**") will be governed by the following terms and conditions:

Engagement and Scope of Work.

The Parties enter into this Project Agreement for HaystackID's provision of professional services described in the **Project of Work** (also referred to as "**SOW**") to which this Services Agreement is attached (the "**Services**") to the Customer, its associated entities and partners ("**Customer Affiliates**"), and clients of Customer or other third parties at the request of Customer ("**Customer Third Parties**") (together, "**Customer**"). HaystackID's estimated charges may not be sufficient to accomplish the requested Services.

Termination. In the event the OAG revokes or further conditions its approval of HaystackID as an independent third-party eDiscovery firm, this Agreement may be terminated at any time by the Client with five (5) days' notice in writing to the HaystackID. Termination of this Agreement or an SOW does not relieve Customer of its obligation to pay for Services provided under the SOW until the date of termination.

Intellectual Property.

HaystackID Rights. HaystackID (or third-party licensors of HaystackID) owns all of the intellectual property rights for the proprietary information and methodologies that existed prior to the Effective Date of our Agreement with you. HaystackID also owns any materials developed in the general conduct of HaystackID's business and anything HaystackID developed for general application or that it didn't develop specifically and solely for you. To resolve any doubt, if you had no role in developing the work product, it belongs to HaystackID.

Deliverables. You own the Deliverables. This means you own all work product that you pay for that is prepared expressly for you, by you, or on your behalf in the course of providing the Services (the "**Deliverables**").

Services. Except for the Deliverables, you won't have any right, title, or interest in the Services, other than the right to use licensed software under this Agreement.

Representation and Warranty. HaystackID represents and warrants that your use of the Services and Deliverables does not violate any intellectual property rights of any third parties. Subject to the limitations set forth in this Agreement, HaystackID will indemnify, defend, and hold harmless Customer and its affiliates against any claims caused by HaystackID's breach of this representation and warranty.

Confidential Information.

Confidential Information; Use. "Confidential Information" includes all confidential proprietary information owned by the Parties (collectively, "**Confidential Information**"), exchanged between the Parties provided by their authorized legal representatives or otherwise learned by providing Services under this Agreement (the disclosing Party the "**Disclosing Party**", and the receiving Party or discovering party the "**Receiving Party**"). Confidential Information can be

disclosed orally or disclosed or accessed in written, electronic or other form or media, and doesn't have to be marked, designated, or otherwise identified as "confidential."

Exclusions. Confidential Information does not include: (a) information that at the time of disclosure is available to the public by publication or otherwise; (b) information that either Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other; (c) information received from a third party with the right to transmit it without violating any confidentiality agreement; and (d) information that must be disclosed pursuant to court order or by legal process. But if information described in (d) must be disclosed pursuant to court order or by legal process, the Receiving Party agrees to inform the Disclosing Party of such requirement (unless prohibited by law) and agrees to cooperate with the Disclosing Party, at the Disclosing Party's cost, in seeking a protective order or other limitation on disclosure.

Disclosure. Except as expressly set forth in this Agreement, we both agree that Confidential Information may not be disclosed without the Disclosing Party's prior written consent unless required by law. We both agree that the Receiving Party may only use the Confidential Information only to deliver the Services and Deliverables or to make use of the Services and Deliverables. We agree that neither of us will: (a) make any use of the other Party's Confidential Information except to provide the Services or Deliverables; (b) sell the other Party's Confidential Information; (c) share the other Party's Confidential Information with a third party for cross context behavioral advertising; or (d) acquire any right in or assert any lien against the other Party's Confidential Information or permit any third party to do so.

Incident Notification. The Receiving Party will immediately, within forty-eight (48) hours, notify the Disclosing Party in the event of any known (or suspected after reasonable investigation) disclosure, loss, use, or sale of the Disclosing Party's Confidential Information in violation of this Agreement (a "**Security Incident**"). We both agree to coordinate with each other before we make any external communications regarding a Security Incident including communications to media, regulators, and impacted individuals.

Equitable Relief. We both acknowledge that irreparable injury would be suffered by a Party if the other Party should breach or violate any of the covenants and agreements included in this "Confidential Information" section. We both agree that the covenants and agreements in this Section are reasonably necessary to protect and preserve each of our interests, and that in addition to all of the remedies provided at law or in equity, each of us shall be entitled to equitable relief to prevent or redress such a disclosure, including without limitation a temporary restraining order and a permanent injunction to prevent a breach of any of such covenants or agreements. If either Party seeks a temporary restraining order or an injunction under this Section, the Party against whom such injunction is sought hereby waives any requirement that such Party subject proof of the economic value of any Confidential Information or post a bond or any other form of security.

Return of Confidential Information. Subject to any applicable Data Processing Addendum or applicable law, if

the Agreement expires or is terminated, or if the Disclosing Party asks, each of us agrees to return to the other Party, all of the other Party's Confidential Information (including all copies) unless we are required to do something different under an applicable law or Data Processing Addendum. Notwithstanding the foregoing, each Party may keep backup or archival copies of the terms and conditions of this Agreement and negotiations, drafts, correspondence, invoices or documentation with respect to the other Party's performance of this Agreement, if the Party has a legal need, only for as long as the legal need exists, and such backup or archival copies must be kept confidential in accordance with the terms of this Section and can only be used for reference purposes and not for any other use.

Survival of Obligations. The Parties' obligations under this Section shall survive the termination of this Agreement and will last until (a) five (5) years after the Agreement is terminated or (b) the time that the Confidential Information loses its status as such under applicable law or falls within one of the exclusions above, whichever is later. Any information which is attorney client privileged shall remain confidential for as long as it remains so privileged.

Data Protection.

Each Party will take all reasonably necessary and adequate security precautions for safeguarding the data and restricting access to the data in its possession or custody, including actions needed to comply with Data Protection Laws.

No Personal Information. By entering into this Agreement without notifying us to the contrary, you represent and warrant to HaystackID that none of the Services or Deliverables we provide to you require us to access or process any information relating to an identified or identifiable natural person ("Personal Information") or any other information or data, (together with Personal Information, "Customer Data"), which is subject to any data security or privacy laws ("Data Protection Laws"). "Processing" includes any operation or set of operations to be performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (together, "Processing"). Data Protection Laws include applicable laws, regulations, guidelines, requirements, and government-issued rules in the U.S. and other jurisdictions, at the international, country, state/provincial, or local levels.

Notice of Personal Information Processing. If providing the Services or Deliverables requires us to process of Personal Information, you agree to notify us that Personal Information is included before you furnish Personal Information to us. If Personal Information processing is required, you agree to negotiate in good faith, execute, and be bound by the terms of the applicable Data Processing Agreement. If you don't notify us that providing the Services or Deliverables requires us to process Personal Information, you agree to indemnify and hold HaystackID harmless from any loss, cost, damage or expense, fines, penalties, civil penalties and defense costs, including legal fees and expenses, arising directly or indirectly out of or related to your or HaystackID's violation of Data Protection Laws.

Data Security Center. HaystackID will implement and maintain the data security measures identified in its Data

Security Center, which is incorporated as if explicitly set forth herein. HaystackID may update or change its data security measures, but no update or change will result in a reduced level of protection of information.

HaystackID Personnel. In addition to the security measures set forth in the Data Security Center, HaystackID will perform background checks on any of its personnel who will access Customer Data under the Agreement. HaystackID will only disclose Customer Data to its personnel who need to know it in order for HaystackID to provide Services and/or Deliverables under the Agreement. In addition, HaystackID will ensure that all personnel with access to Customer Data enter into a signed acknowledgement of non-disclosure that includes protection and non-disclosure of Customer Data.

Subcontracting. HaystackID may utilize subcontractors to assist with providing the Services and/or Deliverables under this Agreement. Our use of subcontractors will be subject to the provisions of a Data Processing Addendum (including any appendices and attachments) or a Business Associate Agreement, to the extent they apply. Even where it is not required by a Data Processing Addendum or Business Associate Agreement, we will execute an agreement with each of our subcontractors who will process Customer Data requiring them to take all reasonably necessary and adequate security precautions for safeguarding the data and restricting access to the data in their possession or custody.

Warranties and Disclaimer.

Warranties. In providing the Services and Deliverables under this Agreement, HaystackID makes the following representations and warranties to you:

- (a) HaystackID will perform the services and provide the Deliverables diligently and with all due skill and care.
- (b) HaystackID will perform the Services and provide the Deliverables in a professional and workmanlike manner in a way that meets generally recognized industry standards for similar services and our own standard operating procedures to ensure quality control.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, HAYSTACKID, FOR ITSELF AND ITS SUPPLIERS, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND HAYSTACKID, FOR ITSELF AND ITS SUPPLIERS, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. HAYSTACKID DOES NOT WARRANT ANY PARTICULAR RESULT OR CONCLUSION, OR THAT ITS PERFORMANCE OF REQUESTED SERVICES WILL RESULT IN, OR CONTRIBUTE TO, ANY PARTICULAR DECISION IN A LEGAL PROCEEDING OR CONTROVERSY. HAYSTACKID DOES NOT WARRANT THAT THIRD PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE. NO ORAL OR WRITTEN INFORMATION, PRIOR AGREEMENT OR ADVICE GIVEN BY HAYSTACKID, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

HAYSTACKID SHALL HAVE NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF THIRD PARTY PRODUCTS. CUSTOMER HEREBY RELEASES HAYSTACKID FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF ITS OR ITS AUTHORIZED USERS' USE OF THIRD PARTY PRODUCTS.

HaystackID is not responsible for any risk incident to or resulting from authorized and unauthorized third parties who may access or attempt to access the Customer's data or Services provided by HaystackID through the internet or connected networks as a result of Customer's, Customer Affiliates', Customer Third Parties', their agents' or employees' acts or omissions.

Allocation and Limitation of Liability/Damages.

HaystackID Indemnification. Subject to the limitations in this Agreement, HaystackID will indemnify and hold Customer, its principals, officers, employees, affiliates, and independent contractors harmless and immune from any damage, action, liability, penalties, fines, expenses, and/or costs caused by:

- a) HaystackID's violation of its confidentiality obligations under the Agreement;
- b) HaystackID's gross negligence or willful misconduct with intent to harm in connection with its obligations under the Agreement; and
- c) A Claim brought against Customer by an unaffiliated third-party as a result of infringement by the Services or Deliverables of that third-party's intellectual property rights, in violation of HaystackID's obligations under this Agreement.

HaystackID's aggregate liability for claims, liabilities, and expenses caused by sections (a)-(c) above shall not exceed the lesser of three times the fees paid to HaystackID under this Agreement or \$1,000,000.

Customer Indemnification. Customer agrees to indemnify and hold HaystackID, its principals, officers, employees, affiliates, and independent contractors harmless and immune from any damage, action, or liability occasioned by following Customer's, or Customer's counsel's, directions or instructions in providing the Services or Deliverables except to the extent such damage, action or liability is found by a court of competent jurisdiction to have resulted from HaystackID's negligence.

Mutual Limitations. In no event shall either Party be liable to the other Party or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence or gross negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

No officer, director, employee, manager, shareholder, member or employee of either Party shall be personally liable for any obligation or indemnification under this Agreement.

Except as set forth above in the "HaystackID Indemnification" Section, each Party's aggregate liability to the other Party for claims, liabilities, and expenses arising out of or related to this Agreement including all Attachments, shall not exceed the

fees paid to HaystackID under this Agreement, regardless of theory of law, whether for breach of contract, tort, third party claim, act or omission or otherwise and regardless of whether such damage was foreseeable or whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

The remedies set forth in this Section shall be the Customer's sole and exclusive remedy.

Correcting Deficiencies.

In the event you identify Services or Deliverables that do not conform to the applicable SOW, you must notify HaystackID in writing within 7 days of receiving the Services or Deliverables. HaystackID will immediately correct the deficiencies if possible. If correction is not possible, HaystackID may consider a price reduction for the SOW based on the value of the Services or Deliverables provided.

Payment.

You agree to pay HaystackID all sums authorized from by you under an SOW or as otherwise agreed in writing, which will typically include charges for HaystackID Services, shipping, and any authorized travel expenses. All such sums are due and payable within thirty (30) days of the date of each invoice by company check or bank money order. In the space indicated below, you also agree to designate an employee or agent to act as the "**Customer Payment Contact**" with HaystackID and to notify HaystackID within 30 days of any change in the Customer Payment Contact.

Responsible Billing Contact:

You understand and agree that payment for HaystackID Services is not contingent on case outcome or your receipt of payment from your own client, if applicable. You agree to any other payment or pre-payment terms set out in the Scope of Work.

You further understand and agree: (a) to pay a late payment charge which shall be added in the amount of 1.5% per month, or the maximum percentage allowable under Delaware state law in the event the net purchase price is not paid according to HaystackID terms; and (b) to pay all costs of collection including, without limitation, reasonable attorney's fees.

You are responsible for the payment of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by you under the Agreement. We each agree to cooperate with each other to determine the extent to which any taxes are owed, and we will provide and make available to each other any resale certificates, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

Designation of Representatives: You agree to name an employee or agent to act as the "**Customer Payment Contact**" with HaystackID.

Acknowledgment of Existing Conditions.

You acknowledge that documents, data, and media may be damaged prior to HaystackID's receipt. You further acknowledge that the efforts of HaystackID and/or its

suppliers to provide the Services may result in the destruction of, or further damage to, documents, data, and media. HaystackID, for itself and its suppliers, does not assume any responsibility for additional damage that may occur to your documents, data, or media during HaystackID's efforts to provide the Services.

Neutral Third Party.

You understand and agree that HaystackID is a neutral provider of litigation support services and can be engaged to process the necessary projects for any party to a proceeding. Should HaystackID be asked to process documents, data, and media for multiple parties to the same proceeding, HaystackID will institute internal screening procedures to address the confidentiality concerns of all parties involved.

Unpaid Charges/Security Interest.

Any items which have not been claimed and paid for within ninety (90) days after the date of completion of the requested Services will be considered abandoned by the Customer and may be (1) disposed of (including all documents, data, and media) at the sole discretion of HaystackID or (2) subject to a storage fee unless prior arrangements have been made. You agree to pay all costs of collection including, without limitation, reasonable attorney's fees.

Uncontrollable Circumstances.

Either Party's performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or made impractical by (a) the acts or omissions of the other Party; (b) flood, fire, strike, war, riot, or act of God; (c) the unavailability of parts or software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that Party. Upon the occurrence of any such event, the Party whose performance is so affected shall notify the other Party of the nature and extent of the event so that decisions to mitigate any negative effect of such event may be promptly made.

Customer Undertakings.

You agree to:

- a. cooperate with HaystackID relating to the Services and provide us with access to your data and/or premises that we need to perform the Services;
- b. respond to any request by HaystackID to provide direction, instruction, information, approvals, authorizations, or decisions that are reasonably necessary for HaystackID to provide the Services or Deliverables in accordance with the requirements of this Agreement. This does not mean that you automatically agree to requested changes, approvals, or authorizations, but it does require you to respond to any requests we make so that we are able to provide the Services and Deliverables;
- c. provide materials or information that HaystackID may request that you agree are reasonably necessary to carry out the Services in a timely manner;
- d. be responsible for obtaining all consents and providing any notices that you are legally required to provide, such as that required under the Illinois Biometric Information Privacy Act, that are necessary to provide relevant information to HaystackID under this Agreement, and complying with all laws that apply to you in relation to the Services as of the date on which the Services are to start;
- e. warrant and represent to HaystackID that you own and/or have the right to be in possession of all documents, data, and media that you provide to HaystackID, and that, where applicable, your collection, possession, processing, and transfer of such

documents, data, and media to HaystackID does not cause you or us to violate any of the laws that apply to us concerning data privacy, including without limitation Data Protection Laws as that term is defined in this Agreement;

- f. warrant and represent that all documents, data, and media that you provide to HaystackID are furnished for a lawful purpose, and that, where applicable, your collection, possession, processing and transfer of such documents, data, and media is in compliance with any and all applicable Data Protection Laws, and you agree to defend (at your expense), indemnify, and hold HaystackID harmless against any damages or expenses that may occur (including reasonable attorney's fees), and pay any costs, damages, or attorney's fees awarded against HaystackID resulting from your breach of these representations and warranties;
- g. be responsible for communicating to HaystackID the contact information of your authorized representatives who are permitted to make requests of HaystackID;
- h. be responsible for the users you approve, including security vetting and setting the access levels. When you approve a user, you are responsible for ensuring that your approved users follow the same terms of service that apply to you;
- i. be responsible for appropriately securing computer systems or devices in your possession, custody, or control from threats that might impact the security, confidentiality, availability, and privacy of data, including by implementing any optional security measures offered or identified by HaystackID. Likewise, we are responsible for securing the computer systems and devices in our possession, custody, and control. If you direct the use of data transfer tools or methods, you are responsible for securing the portion of the chain of custody that you control, including any onward transfers you direct which are outside the control of HaystackID;
- j. be responsible, if applicable, for directing the transfer of data between jurisdictions;
- k. be responsible, if applicable, for communicating any special requirements, e.g., ITAR, EU eyes only or other access control rules;
- l. be responsible, if applicable, for directing the return or destruction of the information or data you provide to us; and
- m. be responsible for performing review of the Services and Deliverables.

Third Party Liability.

If and to the extent HaystackID provides Services to Customer Affiliates, clients of Customer and/or Customer Third Parties, all HaystackID's rights and all of your obligations shall remain your responsibility and shall be guaranteed by you. Any breach of this Agreement, including a SOW or Attachment, caused by any Customer Third Party or Customer Affiliate shall be deemed a breach by you, and HaystackID may enforce its rights and receive its remedies under this Agreement and the Attachments against you. HaystackID may as a condition to providing any Customer Third Party with Services, request that the Customer Third Party agree to appropriate indemnity and confidentiality clauses.

Business Associate Agreement.

If the Services or Deliverables include the processing of Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA"), you agree, before providing any PHI to us, to advise HaystackID that PHI is so included. If PHI is included,

you agree to negotiate in good faith, execute, and agree to be bound by the terms of a Business Associate Agreement (the "BAA"). If you don't notify us that providing the Services or Deliverables requires us to process PHI, you agree to indemnify and hold HaystackID harmless from any loss, cost, damage or expense, fines, penalties, civil penalties and defense costs, including legal fees and expenses, arising directly or indirectly out of or related to your or HaystackID's violation of HIPAA and/or HaystackID's becoming compliant with HIPAA.

Disclaimer of the Practice of Law.

If you ask that our lawyers be involved in performing any Services or providing Deliverables under this Agreement, our lawyers will take instructions regarding the Services from your internal and/or external legal counsel and will work subject to the direction of your lawyer(s) in providing all such Services and Deliverables. You acknowledge that HaystackID (including its employees, contractors or affiliated parties) shall not engage in the practice of law, and neither HaystackID nor its lawyers are providing legal advice to you or any other Party regarding any legal matter. You and your legal counsel shall be solely and ultimately responsible for delivering legal advice to you.

Waiver.

Any waiver by either of us of any of the provisions of this Agreement is only effective if it is explicitly set forth in writing and signed by the waiving Party. A failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement does not operate and may not be construed as a waiver of any right, remedy, power, or privilege. A single or partial exercise of any right, remedy, power or privilege does not preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment.

Neither of us may assign, delegate or otherwise transfer any of its rights or delegate any of our obligations under this Agreement without the prior written consent of the other Party, except that you can always assign, delegate or otherwise transfer any of your rights or delegate any of your obligations under this Agreement to a Customer Affiliate at any time, subject to any exceptions contained in this Agreement. Any purported assignment or delegation in violation of this Section is null and void. Services are for your internal use only and you may not transfer or assign the Services to third parties without HaystackID's prior written consent, and any transfer or assignment to the contrary is void. If you make an assignment or transfer with our written consent, this doesn't relieve you of any of your obligations under this Agreement.

Relationship of the Parties.

HaystackID will perform all Services as an independent contractor of Customer and not as an employee, agent, representative, partner, joint venture or fiduciary, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Each Party will remain responsible for payment of all unemployment, social security, federal income (state and local income where applicable) taxes and payroll taxes or mandatory assessments imposed by any governmental body on their respective employees.

No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, including the Customer Affiliates and/or Customer Third Parties subject to any exceptions contained in this Agreement. Except as provided by law, nothing in the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including without limitation as a third-party beneficiary.

Governing Law and Jurisdiction.

This Agreement shall be governed by the laws of the State of New York without reference to that state's conflicts of laws provisions. Except as provided herein, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including, without limitation, the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in New York, New York, pursuant to the following terms and conditions: The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures before one (1) arbitrator. The selection of the arbitrator shall be done in accordance with the Streamlined JAMS Rules. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The arbitration shall be conducted on an individualized basis only, solely between the parties to this Agreement, and shall not be consolidated with any other arbitration or conducted on any type of class-wide, class-action, collective or other representative basis. Each party submits to the exclusive jurisdiction of the state and federal courts located in New York County for the purpose of (i) confirming or enforcing any award or decision rendered in arbitration; (ii) enforcing the dispute resolution provisions of this Agreement; and/or (iii) seeking any emergency or injunctive relief. All proceedings under this section shall be kept strictly confidential and shall not be disclosed by the parties, either in public or in any other proceedings, except to the extent reasonably necessary for the parties to obtain injunctive relief or to challenge an award made in arbitration, or unless otherwise required by law.

Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed at the addresses set forth in the Scope of Work, attention: General Counsel.

Entire Agreement.

This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral and shall prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement

Schedule One

Custodians:

1. Patrick Birney
2. Troy Bonjavanni
3. Matthew Calamari
4. Alex Cannon
5. David Cohen
6. Alan Garten
7. Hal Goldman
8. Jaclyn Maraynes
9. Jill Martin
10. Jeff McConney
11. Heidi Mitchell
12. Rhona Graff
13. Jason Greenblatt
14. Donna Kidder
15. Ron Lieberman
16. David Orowitz
17. Adam Rosen
18. Owen Reidy
19. Joshua Seidner
20. Debe Stellio
21. Donald J. Trump
22. Donald Trump Jr.
23. Eric Trump
24. Ivanka Trump
25. Allen H. Weisselberg