

**BERNSTEIN LIEBHARD LLP**

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**RETAINER AGREEMENT**

***PLEASE READ THIS AGREEMENT CAREFULLY***

You (the “Client”), retain Bernstein Liebhard LLP (the “Firm”) pursuant to the terms set forth below in this retainer agreement (the “Agreement”).

**1. Scope of Engagement**

The Firm agrees to investigate and, if appropriate, represent Client as a named and/or lead plaintiff in a class action lawsuit on behalf of Client and all other class members against the Defendants listed in the operative complaint that were harmed as a result of Defendants’ alleged violations of the federal securities laws (the “Litigation”).

By executing this Agreement and the accompanying proposed lead plaintiff certification (the “Certification”), Client agrees to serve as a lead plaintiff in the Litigation, pursuant to the terms and undertakings set forth in the Agreement and the Certification incorporated by reference herein, if so appointed by the court.

**2. Fees and Expenses**

The Firm agrees to represent Client and the other class members on a fully contingent fee basis in the Litigation. Accordingly, if there is no recovery, the Firm will receive no fees. If there is a recovery, Client agrees to permit the Firm to seek court approval of a thirty-three and one-third percent (33 and 1/3%) fee from the net recovery (after deduction of expenses).

The Firm (and potentially other plaintiffs’ counsel) will advance all costs and expenses that it deems necessary to prosecute the Litigation. Such costs and expenses typically include, but are not limited to, items such as travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. If the Litigation generates a fund for the class, then the Firm will seek to have its costs and expenses paid from that fund. Any recovery in the Litigation shall first be used to reimburse the Firm’s costs and expenses.

If there is no recovery for the class, there will be no obligation on Client’s part to pay any legal fees, costs, and expenses related to the Litigation. If the court does not permit the Litigation to proceed as a class action, Client and the Firm will mutually decide whether, and on what basis, the Litigation will continue.

### **3. Monies Recovered On Behalf of the Class**

With respect to any monies recovered on behalf of the class in this Litigation, such fund, after deduction of court-approved attorneys' fees and expenses, will be divided amongst the members of the class pursuant to a court-ordered plan of allocation, which shall take into account, among other things, the proportionate basis of total losses incurred by Client and each member of the class. Under the rules governing class action litigation, a lead plaintiff obtains the same proportionate recovery based upon its actual losses suffered as the other members of the class. The Firm, however, may request court approval of an additional amount to a lead plaintiff to reimburse the lead plaintiff and reward it for its time and effort in leading the case on behalf of the class.

### **4. Client's Duties**

Client understands that the Firm may file a complaint on its behalf and/or seek court approval to appoint Client, potentially in conjunction with other similarly situated class members, as lead plaintiff(s) in this Litigation.

If appointed lead plaintiff, Client will monitor, review, and participate with the Firm in the prosecution of this Litigation. Client agrees to cooperate with the Firm at all times and to comply with all reasonable requests in the prosecution of this Litigation. Client agrees to be truthful, to always disclose complete and accurate facts, and to provide the most complete information possible.

Client agrees that due to court rules regarding preservation of documents, Client will preserve and not discard any documents, electronic files and/or communications or other items that may bear on this Litigation.

### **5. Authority of the Firm**

The Firm is authorized to file a complaint and/or to file a lead plaintiff motion on behalf of Client and to prosecute this Litigation on Client's behalf. The Firm shall consult with Client concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions and settlement.

The Firm, in consultation with Client, may also take all steps in this matter that it deems advisable for investigating and handling the Litigation, including hiring investigators, expert witnesses and/or other attorneys. If the Firm hires other attorneys, it will not increase the contingency fee referred to in Section 2 of the Agreement.

If Client is not appointed lead plaintiff in this Litigation, or Client is not included by the Firm as a named plaintiff in the operative complaint in this Litigation, then the Firm's representation of Client shall automatically terminate.

**6. Arbitration of Disputes**

In the event that a dispute arises between the parties relating to the Firm's fees, Client may have the right to arbitrate the dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. Under the rules of certain jurisdictions, to the extent such rules are applicable to this engagement, Client may have the right to request binding arbitration of fee disputes in certain circumstances.

**7. No Representation as to Outcome**

Client acknowledges that no representation has been made by the Firm or anyone else as to the outcome of the claim(s) or matter, or as to what sums of money, if any, Client may be entitled to recover in this Litigation.

**8. Miscellaneous**

This Agreement may not be modified, changed, altered or amended in any way except by a writing signed by all parties. The parties expressly agree that no oral modification of this Agreement shall be effective, notwithstanding any provisions of the governing law that may allow for oral modification.

**9. Binding Agreement: Client's Acknowledgement of Terms**

The Client acknowledges that this Agreement has been carefully read and reviewed and its contents understood, and that the Client agrees to be bound by all of its terms and conditions.

This Agreement, along with the accompanying signed proposed lead plaintiff Certification, represents the entire agreement between the Client and the Firm, and supersedes all other oral or written provisions.