

RETENTION AGREEMENT

This Agreement confirms that You have retained Rigrodsky Law, P.A. (the “Firm”) to represent You as a shareholder making a demand for the inspection of corporate books and records (“Demand”) and/or to serve as a named plaintiff in a potential follow-up books and records and/or shareholder derivative litigation (“Litigation”). You should read this Agreement carefully because it contains important information about Your rights and responsibilities.

1. In making this Agreement, the Firm is relying upon Your representation that You currently own shares of the subject company (the “Company”). You also understand that You must continue to own at least one share of the Company while a Demand and/or Litigation is pending, and You agree to take steps to ensure that You do not sell all of Your shares during the pendency of the Litigation. You agree to contact the Firm to notify it if You sell more than 10% of Your current holdings during the course of the Demand and/or Litigation. You also acknowledge that neither You nor any of Your affiliates or agents will trade on the basis of any confidential material non-public information You receive in connection with the Demand and/or Litigation.

2. By signing this Agreement, You represent that You have not been: (a) convicted of a felony; (b) dishonorably discharged from any branch of the armed forces; (c) subject to disciplinary proceedings or sanctions by any professional organization, including, without limitation, the bar of any state or federal court; or (d) subject to any civil lawsuit or administrative proceeding arising out of a claim of fraud or other misconduct resulting in a monetary judgment, fine, or other penalty.

3. The Firm will represent You in connection with the Demand and/or Litigation on a fully contingent basis. If the action creates a benefit for the Company or its shareholders (monetary or otherwise), the Firm will seek an award of fees. In the event of a resolution, the Firm will seek to have its attorneys’ fees and expenses paid by agreement with the defendants, or otherwise by application to the court.

4. As a named plaintiff, Your responsibility is to participate in the prosecution of this Demand and/or Litigation, to the extent necessary. In this capacity, for example, You may be deposed, or You may be asked to supply other information to respond to discovery requests that the defendants may serve. In addition, You cannot have any interest antagonistic to or in conflict with other shareholders of the Company similarly situated in enforcing the rights of that corporation. You also cannot have any relationships with any of the named defendants that would impair in any way the Company’s ability to obtain the best result possible. By signing this Agreement, You represent that, to Your knowledge, no such conflict exists.

5. By signing this Agreement, You acknowledge Your understanding that any recovery in a shareholder derivative action will go to the Company as opposed to You directly. You also acknowledge that You have not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting or serving as a named plaintiff except for (a) such damages or other relief as the court may award You, (b) such fees, costs, or other payments as the court expressly approves to be paid to or on behalf of You, or (c)

reimbursement, paid by the Firm, of actual and reasonable out-of-pocket expenditures incurred directly in connection with the prosecution of any Demand and/or Litigation.

6. The Firm agrees to pay all costs and expenses that it deems necessary to prosecute this case. Such costs and expenses may include discovery, hearing of evidence, court fees, attorneys' fees, telephone, copy, mailing charges, cost of travel, deposition and trial transcripts, and expert witness and consultant fees.

7. Attached hereto as Exhibit A is a description of Your duty, as a party to a Demand and/or Litigation, to preserve all Documents and Data, including electronic data, in Your possession that relate to this action. By signing this Agreement, You acknowledge Your obligation to preserve all relevant Documents and Data in Your possession.

8. You understand and agree that in the course of this litigation, the Firm may, without further notice to You, employ and/or work with other law firms, and that the Firm may divide any fees it may receive with such other law firms in proportion to the services performed by each firm.

9. The Firm's files and papers compiled in connection with the Firm's investigation and prosecution of this matter constitute the work product and property of the Firm over which it has complete control with respect to its use and/or disclosure.

10. You agree to promptly sign and return to the Firm all papers necessary to send a Demand and/or file Litigation.

11. You agree not to discuss this Demand and/or Litigation with anyone other than Your immediate family and members and employees of the Firm and their agents and representatives. In particular, You agree not to discuss such matters on the internet or social media applications.

If the foregoing is agreeable to You, please sign below and return this signed Agreement to the Firm. You may retain a duplicate copy of this Agreement for Your records.

Accepted By: _____
Client

Accepted By: _____
Rigrodsky Law, P.A.

EXHIBIT A

Duty to Preserve Your Documents

When You are party to a lawsuit, You are required to preserve the Documents and Data in Your possession that relate to this action. This means, by way of example, that You must keep a copy of this Exhibit A and the attached Retention Agreement as well as copies of Your records showing that You own or owned shares at the time of the alleged wrongdoing in the action. By signing the attached Retention Agreement, You have acknowledged Your obligation to keep the Documents and Data in Your possession.

For Your information, “Documents and Data” as used herein means not only hard copy documents, but audio recordings, videotape, e-mail, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained created, received, and/or maintained by You (or on Your behalf) on computer systems. “Sources” include all hard copy files, computer hard drives, removable media (e.g., CDs and DVDs), laptop computers, PDAs, Blackberry devices, smartphones, and any other locations where hard copy and electronic data is stored. Keep in mind that any of the above-mentioned sources of relevant information may include personal computers You use or have access to at home, or other locations; portable storage devices such as USB flash drives (also known as “thumb drives” or “key drives”); and personal email accounts. It also includes inaccessible storage media, such as back-up tapes that may contain relevant electronic information that does not exist in any other form.

In sum, please immediately preserve all existing Documents and Data relevant to the action described above and suspend deletion, overwriting, or any other possible destruction of relevant Documents and Data. Electronically stored data is an important and irreplaceable source of discovery and/or evidence in this matter. You must take every reasonable step to preserve this information until further notice from us.

If You have any questions regarding to Your obligation to preserve documents/data, please do not hesitate to contact Seth D. Rigrotsky, Esq. at (302) 295-5310 or via email at sdr@rl-legal.com.

Thank you for Your cooperation in this matter.