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MENSCH LLP
1800 M Street NW, Suite 800N
Washington, DC 20036
(202) 831-8894

SIGNATURE DATE

CONFIDENTIAL

CLIENT
CLIENT ADDRESS
CLIENT CITY CLIENT STATE CLIENT ZIP
via email: **CLIENT EMAIL**

Dear **CLIENT**:

This is a case about Ubisoft's sharing of its user data claims, including personally identifiable information and game purchase history with third parties such as Facebook, without users' consent, and/or its failure to allow users to easily cancel their accounts.

By reaching out to us, you have taken the first step to assert your legal rights related to Ubisoft. Next, you need to sign the agreement below so our law firms can get to work on your case.

The agreement between you and us, as your attorneys, governs our attorney-client relationship. Of course, this cover letter is *not* the agreement, but this cover letter will help to describe some of its key features.

Why sign up? We are seeking to recover for data privacy and/or auto-renewal violations of the law by Ubisoft.

What do I need to do? You must review and sign this agreement before we can take any action on your claim. After you sign up, check your email periodically for updates. We will strive to touch base with you at least once a month as long as your case remains open. Should any of your information change, you can keep us updated by emailing us at Ubisoft@PollockCohen.com.

What can you expect from us? We will be your law firms for your data privacy claim against Ubisoft. However, under the agreement below we are not your law firms for any other type of claim. If you do have another complaint against this or a different company, please let us know.

By signing the agreement, you give us authority to take actions on your claim without your express consent, like negotiating with the company, preparing and filing documents, advocating on your behalf, or requesting information that we need to move your claim forward. If you have questions, you can always email us at Ubisoft@PollockCohen.com.

What happens if there is a settlement? Often, companies want to resolve your claims through a settlement. As detailed below, we will contact you if there is a settlement offer we think you should accept. It is up to you whether to accept, but we will tell you if we consider it fair and reasonable. If you have any questions about the settlement, please email or give us a call.

How do our fees work? We only get a fee if your claim is settled or results in an award for you. We will be paid 40% of the total recovery or, if an arbitrator separately awards attorneys' fees, those fees.

You'll never owe us anything out-of-pocket. We're not paid unless we're successful, so it's in our interest to work as hard as we can for you.

When does our relationship end? We will be your law firms until your claim is settled or resolved. However, there are a few ways our relationship can end early. First, you can withdraw at any time. To withdraw, simply send us an email at Ubisoft@PollockCohen.com. Second, we can withdraw in some circumstances, including if you violate this agreement, do not cooperate to move your claim forward, or disregard our advice. We may also withdraw if you do not have a claim, pursuing the claim would be extremely difficult or expensive, or we would need to violate our ethical responsibilities to continue to represent you. We will notify you before we withdraw from the case.

We hope you will choose us as your legal team. We will work hard to get the best result for you. If you have any questions about this agreement, we are available at Ubisoft@PollockCohen.com. We look forward to working with you on this matter.

Sincerely,

Pollock Cohen LLP,

Ben Travis Law, APC,

&

Mensch LLP

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Dear **CLIENT**:

1. **SCOPE OF LEGAL SERVICES.** We are pleased that you ("Client") have asked Pollock Cohen LLP, Ben Travis Law, APC, and Mensch LLP (the "Firms" or "Counsel") to represent you in bringing a case against Ubisoft (the "Company") with respect to your data privacy and/or auto-renewal claim. Counsel does not represent the Client in any other matters unless Counsel and Client sign a separate agreement governing those matters.

Counsel will serve as Client's attorney in connection with the claims Client may have against the Company. Counsel will represent Client to the best of its ability and according to its ethical duties as a law firm. **PLEASE READ THIS AGREEMENT AND THE ATTACHMENTS CAREFULLY. IN ORDER FOR COUNSEL TO PROCEED ON CLIENT'S BEHALF, CLIENT MUST SIGN THIS AGREEMENT ON THE LAST PAGE. BY SIGNING, CLIENT WILL MAKE THIS AGREEMENT BINDING UPON BOTH CLIENT AND COUNSEL.**

Arbitration. Arbitration is a streamlined, simplified way to pursue legal claims, where the claim is decided by an arbitrator rather than a judge or jury and is overseen by an arbitral organization such as the American Arbitration Association. Arbitration can be very different from a court case. Unlike a court case, there is no jury in arbitration, and there is limited discovery.

By signing this Agreement, Client authorizes Counsel to file a claim on Client's behalf and in Client's name, if Counsel finds it in Client's best interest to do so. Counsel may also perform other services it believes are in Client's best interest, including preparing and signing legal documents, negotiating a settlement, or obtaining documents from the Company or third parties to evaluate and prosecute the claim. If Counsel determines that Client does not have a valid claim, Counsel will advise Client and this agreement shall terminate.

Opt-outs of class resolution. Although we anticipate arbitration, this agreement shall apply regardless of whether the claims are filed in arbitration, in court, or resolved by settlement prior to a filing in any forum. If the Company attempts to enter a class settlement that would extinguish your claims, you authorize Counsel to take steps necessary to exclude you from that settlement (and proceed individually) if in their sole judgment you would be unlikely to recover an equivalent sum.

Uncertainty. The outcome of disputed legal matters is always uncertain. Client agrees that Counsel cannot guarantee that this claim will be successful or that Client will recover any money or obtain any other form of relief.

Appeals. If the court does not rule in Client's favor, Counsel will consider pursuing an appeal of the decision, if available. However, Counsel may determine at its sole discretion not to pursue such an appeal. If that happens, Counsel will notify Client so that Client may protect any appeal rights.

2. **RECOVERIES, EXPENSES, AND FEES. Client will not owe Counsel any fees unless Counsel successfully collects a financial recovery for Client by payment of an award or settlement of the claim. Client will never owe Counsel any sums out of pocket for fees or expenses.**

Fees. Counsel will handle the above-referenced matter based upon a contingent fee arrangement wherein our collective fee will be a maximum of 40% of any recovery obtained in this matter, whether it be through settlement or judgment. In jurisdictions with lower maximum fee percentages your fee will only be that allowed within that jurisdiction. Any attorney fee will be shared equally between the Firms.

Although not typical, there is a basis under the applicable law whereby we may be able to recover attorneys' fees from Ubisoft on your behalf. Should we be successful in doing so, our fee shall be the greater of: (1) total attorneys' fees awarded by the arbitrator or court or agreed to by Ubisoft; or (2) 40% of the total recovery (including attorneys' fees) (subject to the prior paragraph's limitations). Advanced expenses.

During this representation, we may incur expenses for copies, legal research, travel, etc. Generally, these costs are paid by and remain the ultimate responsibility of the client. However, we will advance all costs incurred by our firms, such as copies, postage, express delivery charges, legal research (e.g., Westlaw, LexisNexis, PACER), travel expenses, etc. We may also incur costs that are not generated by our firm, such as the filing fees with the arbitral organization or court, costs of the experts, legal process outsourcing companies (i.e., service of process, document production, trial exhibits), and deposition costs (including transcripts). As a matter of policy, we seek reimbursement for these costs if, and only if, we ultimately obtain a recovery. The contingency fee is calculated before advanced costs and expenses are deducted and paid to Counsel.

No client out-of-pocket costs. If Counsel does not recover money from the Company, Client will have no obligation to reimburse the Firms for their attorneys' fees, any expenses expended, or time invested pursuing the case. Client understands that this fee obligation is not prescribed by law but is negotiable between attorneys and clients and it is Client's intent to compensate Counsel in accordance with the provisions of this engagement letter.

Even though Client will pay nothing to Counsel unless Client recovers, some state laws require that Counsel disclose its regular hourly rates. The hourly rates for the Firms' attorneys and other billing professional staff who may work on the case range from $200 for junior analyst staff to $1,000 for named partners. Counsel reserves the right to update these rates with 60-days' written notice, which will be sent to Client's email address.

Co-counseling arrangement. The law firms that will represent you in this matter are Pollock Cohen LLP, Ben Travis Law, APC, and Mensch LLP. The fee division between the law firms is 33.3% of total attorney fees to Pollock Cohen LLP, 33.3% of total attorney fees to Ben Travis Law, APC, and 33.3% of total attorney fees to Mensch LLP. You consent to the representation by these law firms and the distribution of any fees as agreed. The total fee charged by all law firms will not increase solely by reason of the agreement to divide fees or to associate more attorneys with your case.

3. **SETTLEMENT OFFERS.** You give Counsel exclusive authorization to negotiate settlements with the Company, including as part of a group settlement with other similar claims, and to make decisions about litigation or settlement tactics on your behalf. You give Counsel the right to reject any settlement offer that is not equal to your actual damages, unless Attorneys believe that they have achieved the best settlement possible. You retain

the final decision whether to accept any settlement offer from the Company. However, Counsel may advise you that Counsel believe the settlement is fair and reasonable, and if you disagree with Counsel's advice, Counsel may withdraw their representation after giving you reasonable notice and/or asking the court or arbitral forum for permission to withdraw as your attorneys, consistent with the applicable rules.

Group Settlement. In cases like this one, the opposing side sometimes attempts to settle the Firms' claims in groups. The settlement process can take many different forms. For example, the Firms may obtain each client's authorization for a minimum amount to attempt to settle the client's case. These minimum amounts differ for each client depending on the circumstances of each case. The Firms add up the total of all clients' minimum authorized demands and attempts to settle the group's claims for at least the minimum authorized by all clients. If a settlement is reached and Counsel believes it is fair and adequate for the group, then all clients will be informed of the total amount of the settlement and the division of money among all clients. If Client does not withdraw from the settlement, Client authorizes Counsel to apportion the common expenses and recovery between its clients in such manner as Counsel determines to be equitable.

Please understand that Counsel may at any time recommend that the case not be continued for good and sufficient reasons including, but not limited to, little or no likelihood for success on the claims' merits, or the lack of available sums, whether they be the assets of the Company or applicable insurance coverage. If we should make such a recommendation to discontinue, we may withdraw our representation upon due notice.

No matter what settlement process is used, Client always has the right to accept or reject any settlement offer.

4. **MULTIPLE CLIENTS; APPORTIONMENT OF RECOVERY; POSSIBLE CONFLICTS OF INTEREST.** Client acknowledges that the Firms are representing, or will represent, other clients with respect to this claim and that conflicts of interest could arise between Client and the Firms' other clients.

Conflict Waiver. The Firms represent that they are currently unaware of any actual conflicts that exist between clients arising from this joint representation. However, it is possible that the joint representation of multiple clients could result in conflict and Client would need to obtain another attorney to prosecute the case. Counsel will do its best to avoid any potential conflicts; however, Counsel hereby advises Client of this possibility.

By signing below, Client agrees to allow the Firms to represent Client jointly with other individuals who have similar claims against the Company and waives any conflicts that may result from Counsel representing other similarly situated clients.

5. PROFESSIONALISM AND DISPUTE RESOLUTION. Counsel strives to maintain the highest level of skill, ethics, and professionalism. If Client has any questions or concerns about Counsel's conduct during this representation, Client is encouraged to contact Counsel directly. If a dispute arises between Counsel and Client, Client will have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Courts, if they are applicable. Counsel will provide Client with a copy of those Rules upon request, which are available here: http://ww2.nycourts.gov/rules/chiefadmin/137.shtml.

6. TERMINATION. Client may terminate this agreement at any time, upon written notice to Counsel. Counsel reserves the right to withdraw from representation of Client at any time for any reason that Counsel deems justified, provided Counsel gives Client sufficient notice in advance of any scheduled deadline to provide Client a reasonable opportunity to retain substitute legal counsel or to act *pro se* (without counsel) if so permitted. Counsel's right to withdraw shall be absolute and shall not depend upon Client's success in retaining substitute legal counsel.

Reasons Counsel may withdraw from representation include:

(i) Client fails to comply with any portion of this Agreement;

(ii) Client fails to cooperate with Counsel in the prosecution of the claim, such as failing to respond to requests for information;

(iii) Client fails to follow Counsel's advice, tactics, or strategy;

(iv) it is not economically viable for the Client or Counsel to continue to prosecute the claim;

(v) after Counsel reviews Client's records or other information, Counsel believes that proving or prosecuting the claim will be extremely difficult or expensive;

(vi) Counsel determines that a class action would be a superior means of redressing the harm or damage caused by the Company;

(vii) Counsel determines that further prosecution of the case would be unethical or result in a conflict of interest; or

(viii) the Company enters bankruptcy or liquidation, or Counsel determines that any judgment or recovery would be uncollectible.

Subject to the requirements of any applicable law or ethics code, such withdrawal will be effective by sending notice to Client's last known email address.

7. CALLS & TEXT MESSAGING. You agree that we may place autodialed or pre-recorded calls or text messages to the telephone numbers you provide for the purposes of receiving case-related information. You understand that you can revoke consent by emailing Ubisoft@PollockCohen.com or by replying "STOP" to a text message, and that you do not have to consent to these calls or text messages to receive services.

8. GENERAL.

Your file and any materials compiled by Counsel during representation will remain the property of Counsel upon conclusion of the representation. We will cooperate fully in furnishing a copy of relevant materials from the file to any successor attorney who you may retain. Additionally, we will maintain the file on this matter for at least six years. You may request from us information or materials from the file within those six years.

This agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws principles. It is agreed and understood that this agreement, along with the attached Appendix, constitutes the entire agreement between the parties; that any oral representations not included herein shall not be binding upon the parties; and that this agreement shall not be modified, altered, or amended except in a writing signed by the parties.

Client acknowledges receipt of the "Statement of Client Rights" as set forth in Part 1210 of the Rules of the Chief Administrator, 22 NYCRR § 1210.1.

By executing the enclosed copy of this letter and returning it to Counsel, Client acknowledges that Client has read and understood the foregoing, has had the opportunity to consult with independent counsel, and agrees to the representation on the terms set forth in this agreement.

Sincerely,

Pollock Cohen LLP,
Ben Travis Law, APC,
&

Mensch LLP

Enclosure

Consented to and approved:

By: **CLIENT SIGNATURE**
CLIENT

Dated: **SIGNATURE DATE**

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division
amended April 15, 2013 (22 NYCRR § 1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.

2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.

6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.

7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)

8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.

10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.