

June 18, 2025

Joseph B. Clamon
Associate Vice President for Legal Affairs and Chief Legal Counsel
Chief Clinical Strategy Officer
University of Iowa Health Care
200 Hawkins Drive, 1349 JCP
Iowa City, Iowa 52242

Re: *BCBS Antitrust Litigation Engagement Letter*

Dear Mr. Clamon:

We are delighted that University of Iowa Health Care (“Iowa,” “you,” “your,” and “Client”) has selected Paul Hastings LLP (the “Firm,” “we” and “our”) to represent you in connection with your claims arising out of the subject matter of the litigation currently captioned as *In re Blue Cross Blue Shield Antitrust Litigation*, 13-cv-20000 (N.D. Ala.) (MDL 2406) (“BCBS Antitrust Litigation”) and related cases (“the Engagement”). This letter and the attached Terms of Retention set forth the terms of our engagement for this matter, which will commence only upon your execution of this agreement.

1. *Scope of Representation*

The scope of the services we have agreed to provide is limited to the specific Engagement described above. The Firm will represent you in any and all actions, mediations, negotiations, appeals, and settlements arising out of the subject matter of the Engagement up to and through any trial or summary disposition (as appropriate).

We will perform the services normally and reasonably associated with this type of engagement that are consistent with our ethical and professional obligations.

The Firm is not being retained for any other legal matters. If any such matters arise later, and if we both agree that the Firm will perform such additional work, we will negotiate a separate agreement. Such agreement must be confirmed in a separate written agreement and signed by both parties. If the Firm does not agree to represent you relating to the additional work, then you will engage separate counsel. Unless otherwise agreed in writing, our services will not include any business, investment, tax, insurance or accounting advice.

We agree to represent you with respect to any mandatory counterclaims brought by any of the defendants arising out of the same common nucleus of operative facts as the BCBS Antitrust Litigation and that would not have been brought but for your decision to opt out. If any defendant should bring a separate action or permissive counterclaims that do not arise out of the same common nucleus of operative facts as the BCBS Antitrust Litigation, such claims would not be covered by this agreement and, if you would like us to represent you in those actions, we will negotiate a separate agreement or, if desired, an adjusted contingency fee arrangement as agreed upon by the parties.

2. *Joint Representation*

You understand and acknowledge that the Firm may represent other clients as plaintiffs in pursuing similar claims arising out of the subject matter of the Engagement.

An undertaking by a lawyer to represent more than one client in the same or similar matters is called a “joint representation.” The applicable rules of professional responsibility permit the representation of more than one client in the same or similar matters provided that, among other things, the lawyer reasonably believes that he or she can adequately represent each client’s interests competently and diligently and each client provides informed consent in writing to the joint representation.

We believe, and you agree, that you and any other clients of the Firm would share a common interest in pursuing the claims referenced above. As such, you consent to the Firm representing you concurrently with other clients, will not seek to disqualify the Firm from continuing to represent any other clients in connection with the claims referenced above, and agree that the Firm may represent the other clients in existing or new matters unrelated to the claims referenced above.

The Firm prides itself on its ability to manage joint representations in complex antitrust cases in a way that maximizes the efficiencies associated with such representations while also preserving each client’s unique interests. For example, the Firm’s clients may all agree jointly on the goals of pursuing the same or similar claims, but may disagree as to strategy. In such circumstances, each client shall retain the right to determine their own respective strategy and the Firm will follow the direction of each of its clients as to the advancement of its own claims. Similarly, during the pendency of the Engagement, the Firm will have access to information from you and other clients that the Firm will not be able to share between and among its clients without their respective and collective consent. For example, while our lawyers may be aware of settlement offers received by one or more of our clients, we cannot share the existence, amounts, or substance of such bilateral settlement negotiations with our other clients without consent. As an added layer of protection, the Firm reserves the right to assign separate lawyers to each client for purposes of settlement negotiations, if deemed necessary, and further grants each client the right to request separate

lawyers for each of their individual settlement negotiations. In such circumstances, it is understood and agreed that I would continue to oversee the Engagement for all clients, subject to the prohibition on sharing client information mentioned above, but the Firm would bring in new Firm lawyers, if necessary or requested, to conduct bilateral settlement negotiations without any prior knowledge of other negotiations.

Notwithstanding these protections, it remains possible that an irreconcilable conflict could still arise. If the Firm determines that such a conflict has developed in its sole and reasonable discretion, or if any time you have any concerns about the appropriateness of continued joint representation, the Firm will evaluate whether continued joint representation is appropriate and we agree to work together with you and our other clients, in good faith, to determine a reasonable solution and path forward. If we are unsuccessful in such endeavors, you agree that the Firm may withdraw from representing any of the clients and may continue to represent one or more of the other clients. In such circumstances, each client agrees not to move to disqualify the Firm from continuing to represent the other client(s) in any action related to the claims referenced above.

For purposes of this provision, the Firm agrees to inform you of any new clients that we have undertaken to represent in connection with the claims referenced above.

3. *Conflicts of Interest.*

We depend on you to help us identify, now and as the representation progresses, persons or entities whose interests may be affected by your interests in this representation including parties that may be adverse to you. To help us assess conflicts, we will depend on you to keep us advised of changes in your owners or affiliates that might affect our analysis of actual or potential conflict of interests. Based on the information provided to date, we have identified no conflicts of interest that would prevent the Firm from representing you in this Engagement or accepting this representation adverse to any of the defendants in connection with the Engagement.

We are, however, a large law firm with offices around the world. Because of our size and geographic scope, as well as the breadth and diversity of our practice, it is possible that we will be asked to represent a client in the future whose interests are actually or potentially adverse to your interests in other matters that may include, without limitation, mergers, acquisitions, financing, restructuring, bankruptcy, or administrative, rulemaking or regulatory proceedings. We may also be asked to serve a subpoena or take other discovery of you on behalf of another client. In any of these circumstances, we agree that we will not undertake any such representation if it is directly adverse to you in litigation or substantially related to a matter in which we have represented you. But, if the other representation is not substantially related to a matter in which we have represented you, then you agree that we may accept such representation and that any resulting actual or potential conflicts of interests that may arise would be waived, provided that (1) our

effective representation of you and the discharge of our professional responsibilities to you are not prejudiced by our undertaking the other representation; (2) we protect your confidential information and implement ethical walls as necessary to screen the lawyers working on the other representation from involvement in your matters, and vice versa; and (3) the other client has mutually consented to and waived potential and actual conflicts of interest. The Firm would, of course, not be relieved of any obligation we may have to retain in confidence any confidential information obtained from you and to refrain from using or disclosing such information in connection with any other representation we may undertake.

We would not accept a representation, of course, if we believed these issues posed a material risk of conflicts. To that end, we assure you that we believe we can zealously represent your interests, we understand our role as advocates in particular matters, we take our obligations to each of our clients seriously, and we have established policies and procedures to protect our clients and their confidential information. Nevertheless, these are issues that you should consider for yourself and on which we encourage you to seek advice from independent counsel. By signing this letter, you consent to and waive the conflicts set forth herein and agree that for purposes of this waiver, your signature binds you and all subsidiaries, affiliates, and agents you are authorized to bind.

If for any reason, your consent and waiver of potential conflicts is not effective in specific circumstances, you consent to our resignation from our representation of you, if resignation at that time is otherwise permissible under applicable professional and ethical rules, and agree to support a motion, if filed by us, to withdraw from our representation of you. In that case, you would need to engage, at your expense, new counsel to represent your interests.

4. *Attorneys' Fees and Costs*

The Firm will represent you in the Engagement on a contingency fee basis. This means that the Firm will be compensated by you for legal services rendered only if a recovery is obtained on your behalf. If no recovery is obtained, you will not be obligated to pay the Firm anything. Our contingent fee will be tied to certain milestones, moreover, to ensure that our recovery is commensurate with our level of risk, expense, and investment in the case.

a. *Contingency Fee*

You agree to pay the Firm a contingency fee of (i) 20% of any aggregate Recovery obtained before any motion to dismiss is resolved and discovery commences, (ii) 27.5% of any aggregate Recovery obtained before the completion of fact discovery; (iii) 30% of any aggregate Recovery obtained after the completion of fact discovery but before the final pretrial conference; (iv) 32.5% of any aggregate Recovery obtained after the final pretrial conference; (v) 33.3% of any aggregate Recovery obtained after trial begins and a verdict is rendered; and (vi) 34.5% of any aggregate

Recovery obtained after a final judgment has been entered and an appeal has been noticed (the “Contingency Fee”) or, in the event, of any retrial. You acknowledge and agree that this contingency fee is reasonable in relation to the services provided and risks undertaken by the Firm hereunder, including with respect to the milestones, as well as the normal and customary fees and rates charged by the Firm.

As noted above, the Firm is representing other clients as plaintiffs in pursuing similar claims arising out of the subject matter of the Engagement. There are significant benefits and efficiencies associated with proceeding as part of a client group in complex antitrust litigation. For example, the client group may allow for certain strategic advantages and economies of scale that may not be possible if each client proceeded on their own. To that end, the Firm is pleased to offer you an additional discount of 9% off of the applicable Contingency Fee percentage.

For purposes of this Agreement, “Recovery” shall mean all monetary or non-monetary amounts, benefits, credits, concessions, or other consideration received through any settlement, judgment, or other agreement received on account of or in connection with the Engagement, including any attorneys’ fees and costs awarded by any court, arbitration panel, or other similar decision-making body. The aggregate amount of any Recovery shall be calculated on a pre-tax basis.

For purposes of this Agreement, you represent and warrant that you understand that the Firm will be taking a significant risk by advancing fees and costs on your behalf, that no firm would take such risk without the expectation of a return on that investment, and that the Firm’s compensation for taking that risk will be paid out of any Recovery, subject to the terms of this Agreement. To that end, subject to your right to control and direct the litigation and your full and final settlement authority, you represent and warrant that you are primarily interested in securing a monetary Recovery, that you will act in good faith and treat the Firm fairly, and that you will not take any action that would serve to frustrate, injure, diminish or impede the Firm’s prospect of a monetary Recovery.

Based on that covenant, the Firm agrees that any non-monetary component of any Recovery, which includes anything of value other than cash, shall not be factored into any Recovery so long as there is no breach of the aforementioned covenant of good faith and fair dealing and there is sufficient cash to ensure that the Firm receives a recovery that is at least equal to 3.5 times the aggregate sum of all outstanding fees at standard hourly rates and reasonable and necessary costs incurred on your behalf pursuant to this Agreement. The amount of our investment in “common” time and expenses shall include only the percentage of such time allocated to you as set forth herein or otherwise agreed. To be clear, however, if there is no monetary or non-monetary Recovery, the Firm shall not be entitled to any Contingency Fee.

If, however, the monetary amounts of any Recovery are insufficient to ensure the aforementioned return, then any “Recovery” shall include non-monetary consideration to the extent that it is reasonably capable of being valued. For example, an agreement to provide certain quantifiable financial consideration (*e.g.* price discounts or reductions, a percentage increase in reimbursement rates, a defined interest rate on late-adjudicated claims, and other quantifiable business considerations) would be reasonably capable of being valued. More amorphous concepts (*e.g.* an agreement to comply with the Sherman Act going forward) would not be reasonably capable of being valued. For the avoidance of doubt, the purpose of this provision is to ensure that the Firm is able to secure a sufficient return on the considerable investment required to generate the Recovery without having to be concerned that you might ultimately decide to cut the Firm out of, or diminish, any Recovery by agreeing to only or primarily include non-monetary components.

If necessary, any non-monetary component of any Recovery shall be valued at fair market value and added together with any monetary aspect of the Recovery in determining the Firm’s contingency fee. In such circumstances, the Firm shall include an appraisal of the fair market value of any non-monetary aspect of the Recovery. If you and the Firm are subsequently unable to agree on the fair market value of any non-monetary Recovery, we both mutually agree to work together cooperatively in an attempt to resolve the dispute within a 30-day period. If that is unsuccessful, the dispute shall be escalated to your Chief Legal Officer and the Firm’s General Counsel for a period of an additional 30 days. If that is unsuccessful, you and the Firm agree to mediate the dispute within an additional 60-day period. If that is unsuccessful, you and the Firm shall attempt to agree to a mutually acceptable form of dispute resolution and, if such agreement is not possible, both parties shall reserve all their rights to pursue appropriate relief.

The payment of any contingency fee premised on a Recovery that includes both monetary and non-monetary components shall be phased so that the percentage of the fee attributable to the monetary aspect of the Recovery shall be paid in accordance with Section 4.c below and the percentage of the fee attributable to the non-monetary aspect of the Recovery shall be paid at or around the time that the benefit is actually received unless otherwise agreed..

Notwithstanding anything to the contrary, our fees shall not be increased/reduced by: (i) court awards payable by you as a result of any judgment, settlement, fee/cost award, sanctions, counterclaim, claim, or any other amount awarded against or due from you; or (ii) sums due from you to any defendant arising from any contract, setoff or other payment, both of which shall be your sole responsibility.

You acknowledge that the Firm has made no guarantee as to the outcome or any amounts recoverable in the Engagement and all expressions about the possible outcome, if any, are only opinions.

b. *Costs*

We are offering clients the option to either pay for their own costs of litigation or, alternatively, the Firm is willing to front such costs on your behalf, subject to the conditions outlined below. You have chosen the latter option.

Pursuant to this election, the Firm agrees to pay for all costs and expenses incurred in connection with the Engagement. Such costs may include, but are not limited to, the fees and costs of consultants, mediators, local counsel, experts, accountants, and technical advisors, as well as all ancillary services and expenses incurred in connection with our provision of legal services to you such as photocopying, scanning, messenger and courier services, court reporter services, filing fees, online or computerized research, e-discovery and litigation support services, document processing, facsimile, postage, printing, secretarial or administrative overtime, travel and related expenses, parking and similar expenses, whether internal or paid to third parties. Charges for ancillary services are typically based on the Firm's cost. The Firm will have no responsibility to pay for fees or costs awarded against you by a court or other tribunal.

The Firm shall be entitled to priority reimbursement of all costs incurred out of any Recovery before any Contingent Fee is calculated in order to compensate the Firm for the considerable risk associated with advancing such costs on a contingency basis. For any costs that are "common," this calculation shall include only the percentage of such costs allocated to you as set forth herein or otherwise agreed. Unless otherwise agreed, priority reimbursement means that the Firm shall be entitled to be reimbursed for any then-outstanding costs promptly and before any other monies are calculated and distributed pursuant to Section 4.c below. We have found that our clients prefer this method of fronting the substantial costs associated with complex antitrust litigation, but if you would prefer to pay for all Costs upfront instead, please let us know and we will be happy to discuss that option with you as well.

The Firm will consult with you in advance about any significant expenses and the engagement of any experts or consultants, but you authorize the Firm to enter into such engagements and incur such expenses, in its discretion, as may be necessary or appropriate to perform the services contemplated by the Engagement, absent your written objection. To the extent possible, moreover, the Firm will make reasonable, good faith efforts to enter into cost-sharing agreements with other potential plaintiffs in the litigation. Such cost-sharing agreements may include an agreement amongst certain plaintiffs to share certain costs on a *pro rata* basis. If such an agreement is entered into, you agree to provide the Firm with sufficient information and data to calculate your *pro rata* share of such shared costs. Moreover, the most significant cost in antitrust opt-out actions is often expert reports and testimony. Typically, we endeavor to share and allocate costs for liability experts equally and for damages experts on a *pro rata* basis. But, regardless, we would endeavor

to enter into a formal written cost-sharing agreement and seek your approval before entering into any such agreements.

If an award of costs is sought on your behalf in this action, you understand that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover and does not determine what costs the Firm is entitled to charge you or that only the costs which were allowed were reasonable. You agree that, whether or not attorneys' costs are awarded by the court in your case, you will remain responsible for the payment, in full, of all costs in accordance with this agreement. In addition, in the event that a court, arbitration panel, or other decision-making body awards you costs, the Firm shall be entitled to retain those amounts as reimbursement or partial reimbursement of the costs incurred on your behalf and those costs amounts will be netted against the costs owed above as part of the Recovery, with the balance remaining due and payable.

c. *Distribution of Proceeds of Recovery*

If you become entitled to any Recovery, you agree that any cash portion of the Recovery shall be paid directly into the Firm's trust account. To the extent that there may be a non-cash Recovery, we will work with you to make appropriate arrangements to hold or place any non-cash Recovery in an appropriate escrow/trust arrangement in a manner consistent with the intent to preserve and safeguard such non-cash Recovery, with the amount of any associated escrow fees paid and deducted from the Recovery. If you nonetheless receive any proceeds from the Recovery directly or indirectly, you will promptly remit such Recovery proceeds to the Firm to be held and disbursed consistent with this agreement.

The Firm will notify you upon the receipt of any Recovery in our trust account. Within 14 calendar days thereafter, the Firm will provide you with a written report setting forth its calculation of how the proceeds of the Recovery are to be disbursed pursuant to this Agreement. You shall then have 30 calendar days to seek additional information and/or to object to the report in writing by email to the Firm, with any specific objections noted and any calculation of what you contend to be the correct amount provided. If no objection is made, the Firm shall distribute the proceeds of the Recovery in accordance with the report within five (5) business days. If there is an objection, however, the Firm shall not make any distribution until such objection is resolved. Any objections shall be resolved by mandatory arbitration in accordance with Section 11 below. If there is an objection to only part of the Firm's report, the Firm shall pay out any undisputed proceeds from the Recovery and hold the disputed proceeds in the trust account pending resolution of any dispute. We reserve the right to pay or transfer such Recovery proceeds to a substitute escrow agent to be held consistent with this agreement pending resolution of any dispute, with the amount of any associated escrow fees paid and deducted from the Recovery.

d. *Non-Impairment of the Firm's Contingent Interest*

You hereby represent and warrant that you are the sole owner of the claims contemplated by this Engagement. To secure the Firm's interest in the Contingency Fee and the performance of your obligations under this agreement, moreover, you hereby collaterally transfer and assign to the Firm an undivided security interest in the claims in an amount equivalent to the Firm's contingent interest in the claims. You agree that you will not, in whole or in part, assign, transfer, or encumber any right, title, or interest in the claims or our security interest in the claims, or otherwise create any lien against that part of the claims collaterally assigned to the Firm. Nor will you engage in any action related to the claims, directly or indirectly, that is either commercially unreasonable or that will diminish any potential recovery or adversely affect or impair the Firm's rights under this agreement or our ability to pursue the claims.

5. *Necessary Information and Cooperation*

A successful outcome in the Engagement is not possible without your active and timely participation and the cooperation of your key officers and employees. To that end, you agree to provide such participation and cooperation throughout the representation.

It is also important that the Firm possess accurate and complete information. To that end, you agree to promptly furnish the Firm with all information that we deem necessary or appropriate to perform the services contemplated by the Engagement, including all agreements that you currently have or had with any defendant and any relevant data evincing transactions with the defendant. You further agree that any information, reports, financial statements or other material that you provide to the Firm will be accurate and complete such that the Firm may rely upon the accuracy and completeness of such information. You further agree to timely apprise us of developments that may affect our representation and review all documents prepared by the Firm for factual accuracy and completeness upon the Firm's request. The responsibility to ensure the factual accuracy and completeness of all such documents shall continue through the term of the Engagement.

In order to prepare for litigation and comply with applicable federal and state court rules and case law, we need to understand your system or systems for storing, handling, and preserving electronic data and materials. You agree to educate us on your electronic systems and how they operate and interact and to provide such information about such systems as we request. Moreover, you agree to preserve all necessary and potentially discoverable documents and electronically stored information relating to the Engagement, issue a litigation hold notice to all persons and departments that could have any discoverable information that could be relevant to the claims, and cooperate with us in ensuring the appropriate scope of the hold and in maintaining the hold as required.

You further agree to respond in a timely manner to all discovery requests and to provide appropriate witnesses or representatives to appear on reasonable notice at all depositions and court appearances.

You further agree to make any necessary legal, business, or technical decisions in a timely manner so as to enable the Firm to perform the services contemplated by the Engagement.

You further agree to comply with all reasonable requests by the Firm in connection with any services rendered pursuant to the Engagement.

6. *Representations and Warranties*

You represent, warrant and covenant that you have the unfettered right to pursue the enforcement of the claims contemplated by this Engagement, including, but not limited to, the exclusive right to (a) prosecute litigation, (b) enforce all rights, and (c) recover all damages in connection with the claims. You further represent, warrant and covenant that you have the authority to enter into this agreement, which will not to your knowledge (a) violate any other agreement, (b) violate any applicable law, and (c) require any notice or approval by any third party. Finally, you further represent, warranty and covenant that you are not aware of any compulsory or permissive counterclaims that could be brought by one or more of the defendants against you as part of prosecuting the claims.

7. *Settlement*

You shall retain full and final authority to accept or reject any proposed compromise or settlement of claims (“Settlement Offer”). However, you agree that you will not consider any Settlement Offer, obtain any settlement, or accept any funds relating to the Engagement without first consulting with and making full disclosure to the Firm. In addition, in considering any Settlement Offer, you agree to discuss the Settlement Offer with us directly and take our advice under careful consideration, but the ultimate decision will always be yours and yours alone.

8. *Abandonment of Claims*

You may, at any time, abandon any and all claims made in any litigation brought by the Firm on your behalf under this Agreement by providing prompt written notice of such abandonment to the Firm. This decision is entirely yours. It may be made in your sole discretion and without the concurrence of the Firm. However, if you abandon claims under this Section without the concurrence of the Firm, you agree to (a) pay the Firm for fees associated with all legal services rendered by the Firm through the date of the written notice of abandonment at standard hourly rates; and (b) reimburse the Firm for all costs incurred as of the date of the written notice of abandonment. For any fees and costs that are “common,” this calculation shall include only the

percentage allocated to you as set forth herein or otherwise agreed. This provision is designed to protect the Firm's investment in a contingent outcome in the Engagement in the event of an abandonment while simultaneously respecting your right to abandon claims at any time.

Your exercise of your right of abandonment shall not release you from your obligation to compensate the Firm in accordance with the terms of this Agreement with respect to any Recovery amount already received or accrued or that a third party has agreed to pay prior to the abandonment of the claims.

Any amounts due to the Firm shall be payable within 30 days following the receipt of the invoice and supporting documentation.

9. *Termination of Representation*

You may, at any time and for any reason, terminate the Firm's representation by providing prompt written notice of such termination to the Firm. If such notice of termination is provided, however, you agree to allow and pay for us to withdraw from the litigation and, once the Court permits us to withdraw, you agree that our representation will end. If you terminate the Firm's representation after the Firm has already substantially performed the work contemplated under this Engagement or any type of successful outcome has been obtained, however, the Firm shall be entitled to the entirety of the Contingency Fee as well as reimbursement of any outstanding costs paid by the Firm and allocated to you as set forth herein or otherwise agreed, subject to applicable ethics rules and law, so long as the Firm is not otherwise in breach of the Agreement and has complied with applicable professional and ethical guidelines. Under any circumstance, however, the Firm shall be entitled to at least an amount in cash equal to the aggregate sum of all outstanding fees at standard hourly rates and reasonable and necessary costs incurred on your behalf pursuant to this Agreement through the date of such withdrawal within 30 calendar days of the date of such withdrawal. If you terminate our agreement and we retain rights to compensation, moreover, you agree to notify us in writing if and/or when you become entitled to a Recovery and, within 30 calendar days from the Recovery, you agree to pay the Firm its share of any such Recovery.

In the event that you terminate the Firm's representation, the Firm will cooperate in the transfer of the matter to any other counsel of your choice. The Firm does not, however, assume any obligation to employ other counsel on your behalf. You agree to notify any successor counsel of our rights under the agreement, ensure that successor counsel is provided with a copy of this Agreement, and direct successor counsel to act in accordance with our rights pursuant to the Agreement.

10. *Withdrawal by Paul Hastings*

We intend to represent you through the termination of the Engagement. But, while unlikely, it is possible that circumstances may arise that could necessitate our withdrawal. Accordingly, out of an abundance of caution, we believe it is prudent to spell out those terms.

a. *Circumstances of Withdrawal*

Consistent with applicable rules of professional conduct, the Firm may withdraw from representing you upon reasonable written notice if, among other things, (a) there is a breach of this Agreement; (b) the Firm believes in its discretion that it has been constructively discharged; (c) the Firm believes in its discretion that you have failed to cooperate in the preparation and presentation of your claims, presented the Firm with incomplete or false information in support of your claims, withheld information from the Firm concerning your claims, or failed to satisfy your obligations with respect to discovery, testimony, or preservation of documents and electronically stored information; (d) there has been a material adverse event or development in the case or in the firm's ability to continue to secure funding as described in Section 12; or (e) for professional or ethical reasons, including a conflict of interest as defined above in this Agreement, the Firm cannot proceed with the representation.

b. *Effect of Withdrawal*

If the Firm withdraws, you shall take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents necessary or appropriate to complete the Firm's withdrawal.

In the event of the Firm's withdrawal, the Firm will cooperate in the transfer of the matter to any other counsel of your choice. The Firm does not, however, assume any obligation to employ other counsel on your behalf. You agree to notify any successor counsel of our rights under the agreement, ensure that successor counsel is provided with a copy of this Agreement, and direct successor counsel to act in accordance with our rights pursuant to the Agreement.

In the unusual event that a court of competent jurisdiction refuses to permit the Firm to withdraw upon termination, you shall remain responsible for all fees, costs, and expenses incurred by the Firm under the terms of this Agreement as if no termination had occurred.

Any withdrawal by the Firm does not waive any right to the Contingency Fee owed under this Agreement unless the Firm elects to withdraw pursuant to 10.a(d) above.

If the Firm withdraws pursuant to 10.a(a)-(c) described above, you agree to (i) pay the Firm an amount in cash equal to the aggregate sum of all outstanding fees at standard hourly rates and reasonable and necessary costs incurred on your behalf pursuant to this Agreement through the date of such withdrawal within 30 calendar days of the date of such withdrawal; and (ii) notify the

Firm in writing promptly in the event any Recovery occurs after such withdrawal, and, if the amount of any Contingency Fee that the Firm would have received under this Agreement on account of such Recovery, but for the Firm's withdrawal from this engagement, is in excess of the payment received by the Firm constituting the Firm's fees outlined above, and the Firm contributed to that Recovery, you agree to pay the Firm an amount in cash equal to such excess within 30 calendar days of such written notice. You shall not be obligated to pay any contingency-based fees unless a Recovery occurs. For any fees and costs that are "common," the calculation referenced in 10.b(i) above shall include only the percentage allocated to you as set forth herein or otherwise agreed.

If the Firm withdraws pursuant to 10.a(d) above, you will not owe the Firm any fees or costs. If the Firm withdraws pursuant to 10.a(e) above, you agree to pay the Firm an amount in cash equal to the aggregate sum of all outstanding fees at standard hourly rates and reasonable and necessary costs incurred on your behalf pursuant to this Agreement through the date of such withdrawal within 30 calendar days of the date of such withdrawal so long as the professional or ethical reasons for the withdrawal arose through no fault of the Firm. If the Firm withdraws under the circumstances in which a conflict is "thrust upon" it and you decline to consent to a thrust upon conflict issue when the Firm's other affected client or clients have consented, however, the Firm shall, subject to applicable ethical rules and law, be entitled to compensation of the entirety of the Contingency Fee and any outstanding costs as if the Firm's withdrawal were a termination of the Firm's engagement under this Agreement.

11. *Fee Disputes and Arbitration*

We encourage our clients to raise questions promptly about any billing matters so that they may be addressed in a timely manner. If there is a disagreement about a billing issue, we will work with you to try to reach an amicable resolution. If we are unable to reach a resolution, you agree to have the dispute resolved exclusively by entering into arbitration before the District of Columbia Bar Attorney Client Arbitration Board ("ACAB"), in accordance with the rules established by the ACAB. Information about the arbitration process and a copy of the ACAB rules are available online at www.dcbabar.org and from the ACAB staff by calling (202) 737-4700, ext. 3216. The ACAB provides counseling to clients regarding its rules and the effects of agreeing to arbitration. We encourage you to consult with the ACAB and independent counsel regarding the implications of agreeing to arbitrate fee disputes.

In the unlikely event that a dispute arises between you and the Firm relating to any matter other than billing in connection with the Engagement, the parties agree that such dispute shall be finally settled by binding, confidential arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in force at the time such arbitration is commenced.

Unless otherwise agreed, the arbitration shall be conducted in the District of Columbia and administered by AAA.

12. *Litigation Funding Disclosure*

Complex antitrust litigation can be unpredictable, very expensive and require a significant amount of time to resolve fully. As such, it is possible that the significant investment of time and out-of-pocket expense made by the Firm in prosecuting the claims contemplated by this Engagement on your behalf may never be recovered, or that a significant amount of time could elapse between when the Firm incurs such fees and expenses on your behalf and when any contingent recovery may be obtained that would help the Firm recover its fees and expenses and realize a return on its investment in the case.

To help mitigate this risk, the Firm has entered into an agreement with a widely respected litigation funder who works with most of the AMLAW 100 law firms, [REDACTED]. As you may know, such financing arrangements are becoming increasingly common in complex litigation matters as they enable law firms to mitigate the financial risks inherent in taking on contingent fee cases while simultaneously ensuring that they have the resources necessary to maximize the potential for a successful result on our client's behalf. Nonetheless, we believe it is important that the Firm be transparent about our use of litigation funding upfront and secure your consent to use litigation funding and to share certain information before moving forward.

As part of our arrangement, [REDACTED] would have a security interest in the Firm's contingent interest in any successful result we obtain on your behalf. It is important to emphasize, however, that this litigation funding arrangement is only between the Firm and [REDACTED] and only relates to how we share financial risk and any potential returns between the Firm and [REDACTED]. It does not involve you or implicate your interest in any successful result whatsoever. Nor does it alter the terms of our engagement with you under any circumstance. Indeed, the funding agreement changes nothing about our legal, ethical, or financial obligations to you with respect to the claims contemplated by this Engagement. [REDACTED] has no right to direct the litigation or settlement and, per Section 7 above, you will have full and final authority to accept or reject any proposed compromise or settlement of claims.

As part of the process of securing funding, we have had discussions with Burford regarding the viability of the claims generally. These discussions have been based solely on publicly available information. But, as the Firm is engaged by clients, we may need to describe and disclose certain non-public information regarding each client's specific claims to [REDACTED]. Importantly, no attorney-client privileged or other protected information will be shared without your specific consent. However, the Firm may need to share certain non-privileged but still confidential information about your claims with [REDACTED] including the status of the case, profiles of the parties

and their counsel, high-level summaries of claims and potential defenses, information regarding potential damages, expectations regarding case schedules and budgets, and analysis of public case filings and updates on significant legal developments. In so doing, of course, the Firm is obligated to protect the confidentiality of your information relating to the claims. We will not share your information with any other person or entity except [REDACTED], and no information of any type regarding the litigation claims will be disclosed to [REDACTED] other than pursuant to a strict confidentiality and nondisclosure agreement. If any such information provided to [REDACTED] pursuant to such agreement is requested in discovery, moreover, we will assert all available and appropriate objections, including but not limited to attorney work product and common interest protection, and agree to not make any disclosure absent court order and, at your request, we further agree to pursue any available appellate remedies.

By signing this agreement, you hereby acknowledge that the Engagement is part of an exclusive campaign between the Firm and [REDACTED] and consent to both the Firm's use of [REDACTED] to finance our contingent interest in your claims and the limited sharing of confidential information to [REDACTED] exclusively subject to the terms and conditions outlined above. You do not agree, however, to the Firm reaching out to other potential funding sources for this matter or using or sharing your information with other litigation funding sources.

13. *Choice of Law*

The parties agree that this agreement shall be governed by the laws of the District of Columbia without regard to the choice or conflict of law principles or provisions of any jurisdiction.

14. *Covenant of Good Faith and Fair Dealing*

Both parties shall work together cooperatively, act in good faith, and treat each other fairly in performing their obligations under this Agreement and shall refrain from taking any actions that would prejudice, injure, diminish or impede the other party's rights to receive the benefits of this Agreement.

15. *Confirmation of Agreement.*

To memorialize our understanding, please sign and return the enclosed copy of this letter. Your signature confirms that this letter, including the attached Terms of Retention, accurately sets forth all of the terms of our engagement and is approved and accepted by Client. However, please note that your continuing to work with us on this matter will constitute acceptance of the terms set forth herein.

We are pleased to have the opportunity to represent you and look forward to working together to hopefully obtain a successful outcome for the company.

Very truly yours,



Agreed to this 18th day of June.

By: signature on original

University of Iowa Health Care

Paul Hastings LLP Terms of Retention

The following provisions will apply to the relationship between Paul Hastings LLP, including its affiliates (the “Firm” and “we”), and the Client(s) (“you” and “your”), as identified in the accompanying letter agreement:

1. **Client Identity.** The Firm agrees to represent you and only you in connection with the matters for which we are engaged and, unless otherwise agreed in the attached letter or in a later writing, we will not represent or form an attorney-client relationship with any person or entity related to you, including (i) any officer, director, employee or agent; (ii) any parent, subsidiary or other affiliate; (iii) any entity of which you are a partner or member; (iv) any shareholders, partners, members, or other related interests; (v) any fund or account that you manage; or (vi) any of your insurers (when we represent a party in defending a claim covered by insurance, we represent the insured, not the insurer, even though we may be approved, selected or paid by the insurer).
2. **No Guarantee of Outcome.** We do not and cannot guarantee the outcome in any matter or the effectiveness of any recommended course of action. Any statements in this regard are expressions of opinion, and are not promises or guarantees.
3. **Our Firm Privilege.** From time to time issues arise that raise questions concerning our professional duties. You agree that attorneys and staff working on your matter may consult with lawyers at the Firm or other counsel with respect to professional responsibilities, ethical obligations and related matters. You further agree that those consultations will be protected by the Firm’s own attorney-client privilege and will not be part of your client file.
4. **Confidentiality of Client Information.** The Firm takes seriously its obligation to protect the confidentiality of client information. It is possible that through the representation of a client, we have or will obtain information that may be of interest or material to another client, but which our ethical obligations prevent us from sharing. You agree that the Firm is not obligated to disclose to you or use on your behalf any confidential information obtained through representing other clients. You also agree that you will not assert that the Firm has breached any duty to you or has any conflict of interest based on the possession of such information.
5. **Client and Firm Records.** During the course of the engagement, the Firm will maintain a file that may include correspondence, agreements, filings, disclosures, pleadings, transcripts, exhibits, evidence, reports, and other items related to our engagement (the “Client File”). You are entitled to obtain the Client File upon providing reasonable notice, subject to the Firm’s right to maintain a copy, at our expense. Unless precluded by applicable law

including rules of professional responsibility, you agree that the Firm's accounting and administrative records, time and expense records, internal e-mail communications, attorney work product and other materials prepared for internal use are not part of the Client File and shall be and remain the property of the Firm, and that you have no right to such materials. If we agree to transfer, destroy or return information to you in a manner that is not in accordance with these Terms of Retention or our general internal policies or practices, you agree to pay the additional cost of doing so at an hourly rate of \$250.

You agree that, upon request, you will take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File, and that we shall have no further responsibility with regard to such documents. Generally, the Firm keeps Client Files for at least seven (7) years after the conclusion of an engagement. You agree that, unless you instruct us otherwise in writing, we may destroy the Client File after seven (7) years from the date on which time was last billed to the matter.

6. **Consent to Digital Communications, Media and Solutions.** In order to maximize our efficiency and facilitate communication and collaboration with you, we use a variety of digital communication methods, solutions, devices and media including, but not limited to, email, document transfer by computer, mobile phones, tablets, cloud solutions, cloud storage and other such solutions, devices and media. The Firm supports email encryption in transit using industry standard TLS encryption for both inbound and outbound email messages. If you prefer that emails between our organizations are subject to mandatory encryption, we can work with your email administrator to establish such a protocol. The Firm endeavors to use reasonable security measures consistent with applicable law, including our ethical obligations, and appropriate to the sensitivity of the information. However, no electronic medium is without risk. Your acceptance of these Terms of Retention constitutes consent to the use of electronic communications, media and solutions, and acceptance of the risks that they entail.
7. **Data Protection – Global.** We will collect, process, store and transfer all personally identifying information disclosed to us by or on behalf of you in compliance with relevant data protection laws and regulations and for the purposes set out in our Global Privacy Statement (available at www.paulhastings.com) or as otherwise permitted or required by applicable law. You acknowledge and agree that we may collect, process, store and transfer personally identifying information within our Firm at any of our offices and affiliates around the globe and to agents and third parties retained by us, together with their successors and assigns, in accordance with relevant data protection laws and regulations as set out in our Global Privacy Statement. You also agree to notify the Firm in writing if you are subject to any other law that requires special treatment of data. After receiving such notification, we will discuss with you how we might assist you in complying with such law.

8. Data Protection – EEA and Switzerland.

(a) Unless otherwise expressly provided, when our services require us to collect or process Personal Data¹ (1) in the European Economic Area (EEA) (which in this provision shall include the United Kingdom, regardless of “Brexit”) or Switzerland or (2) belonging to a resident of the EEA or Switzerland, you (including, for purposes of this provision, any subsidiaries and affiliates) agree to the terms of this agreement with regard to the processing of that data.

(b) The Firm treats all Personal Data received within or from the EEA or Switzerland or relating to persons located in those jurisdictions in accordance with GDPR and the legislation implementing GDPR in EEA member states (or, in the case of Switzerland, with its equivalent legislation).

(c) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will, in relation to Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR.

(d) We will act only on your instructions in relation to any Personal Data that we process on your behalf or at your direction, including, with regard to transfers of Personal Data, to a third country or an international organization, unless otherwise required by law. In such cases, we will inform you of such legal requirement before processing unless disclosure is prohibited under applicable law. We may use any Personal Data (including Sensitive Personal Data) that we Process on your behalf primarily for the provision of legal services to you and for related purposes including:

(1) updating and enhancing client records and improving our ability to provide you with legal services; (2) statutory returns; and (3) legal and regulatory compliance.

In relation to Personal Data transferred to us by you or at your direction, you agree that we may transfer Personal Data (including Sensitive Personal Data) outside of the EEA or Switzerland to the United States or other locations around the world in which we have offices or business operations. The Firm has executed Data Transfer Agreements, which

¹ “Personal Data” and any other defined terms that appear in this provision that are not expressly defined shall have the meaning provided in the General Data Protection Regulation (“GDPR”), (EU) 2016/679. References to “Personal Data” and other defined terms as they relate to Switzerland shall have the meanings ascribed to them in the Swiss Federal Data Protection Act, and references to “GDPR” in the context of Switzerland (i.e., to Personal Data processed or relating to persons in Switzerland) shall be understood to refer to that Act.

include the Standard Contractual Clauses, approved under Directive 95/46/EC (as it may be amended or modified), between its EEA offices and each of our global offices outside of the EEA, as well as with all sub-processors where applicable. You also agree that we may provide Personal Data (including Sensitive Personal Data) to third parties as required to fulfill our engagement (e.g., to other professional advisers and expert witnesses), regardless of where they are located.

(e) In relation to Personal Data, where practicable, we will assist you, by using appropriate technical and organizational measures, in fulfilling your obligations as the Data Controller to respond to requests for exercising the data subject's rights laid down in GDPR, Articles 12-23.

(f) For the purposes of vendors, suppliers, or other third parties we may engage as sub-processors of Personal Data:

- (i) We will require those sub-processors to adhere to the requirements of Article 32 of the GDPR regarding the security of processing.
- (ii) A list of sub-processors who support our operations and may process Personal Data is available on request or via our website at www.paulhastings.com/subprocessors. You consent to our use of these sub-processors and acknowledge that this list may be updated from time to time. If you object to a sub-processor, we will work with you in good faith to address the objection.
- (iii) In the event that we engage a new sub-processor specifically and principally for the purpose of supporting your matters, we will provide you advance notice and an opportunity to object.

(g) Upon your request, and subject to and in accordance with applicable laws, we will delete or return to you all Personal Data.

(h) We will notify you without undue delay if we become aware of any breach affecting your Personal Data, in an attempt to provide you with sufficient information to allow you to meet any obligations to report or inform data subjects or the appropriate Data Protection Authority of the Personal Information breach under applicable data protection laws.

9. **Market Abuse Directive.** You agree to notify the Firm in writing if you are subject to the European Union's Market Abuse Directive 2003/6/EC (the "Directive") and the legislation implementing the Directive in EU member states, and require the Firm to maintain an insider

list for your matter. Upon such notice, we will prepare and maintain a list of those persons working for the Firm who have access to certain inside information by virtue of our representation of you. If you have any questions relating to such list or any other issues, please contact the partner who signed the accompanying letter agreement.

10. **Related Proceedings and Matters.** If, as a result of our representation of you, we are asked to respond to subpoenas or other discovery, provide testimony, or otherwise participate in a related proceeding or matter, you agree to compensate us for resulting costs, including, without limitation, compensation for our time at the hourly billing rate of the individuals involved.
11. **Entire Agreement.** Except for written or oral consents and waivers of actual or potential conflicts of interest, the accompanying letter agreement, these Terms of Retention, and the State's Standard Addendum for contingency-fee attorney services, attached as an Addendum supersede all other prior and contemporaneous written and oral agreements and understandings and contain the entire agreement between you and the Firm. The accompanying letter agreement and these Terms of Retention may be modified only by subsequent written agreement between you and the Firm that expressly states that it is modifying the accompanying letter agreement and these Terms of Retention. You acknowledge that no promises have been made to you other than those stated in the accompanying letter agreement and these Terms of Retention.

Severability. If any section or portion of the accompanying letter agreement and these Terms of Retention is determined by any court or arbitrator to be illegal, invalid or unenforceable, such section or portion shall be deemed stricken and the remaining terms shall not be affected.

Standard Addendum
Case Management Contingency Fee Attorney Services

1. *General Provisions.* This Standard Addendum concerning management of cases involving contingent fee attorney services was developed pursuant to Iowa Code section 23B.3(4). The Attorney General will retain complete control over the course and conduct of the case. Eric Wessan, Solicitor General, or his designated appointee or successor will be personally involved in overseeing the litigation. Eric Wessan will retain veto power over any decisions made by Special Counsel.
2. *Notifications to Attorney General.* All notices, correspondence and inquiries, reports, pleadings, and other documents mentioned in this Agreement and Addendum shall be directed to the Attorney General as follows: Eric Wessan, Solicitor General, Iowa Attorney General's Office, Hoover State Office Building, 1305 E. Walnut, Des Moines, IA, 50319, Phone: 515-823-9117, Email: eric.wessan@ag.iowa.gov.
3. *Communications with Defendant.* A defendant that is subject of this litigation may contact Eric Wessan directly, without having to confer with Special Counsel.
4. *Notices to Attorney General.* Special Counsel shall promptly inform Eric Wessan of the following as soon as they become known:
 - a. Favorable actions or events that enable meeting time schedules and goals sooner than expected.
 - b. Delays or adverse conditions that materially prevent, or may materially prevent, the meeting of the objectives of the services provided. A statement of any remedial action taken or contemplated by the Special Counsels shall accompany this disclosure.
 - c. Notices of all court appearances, trial dates, depositions, and all other proceedings.
5. *Attorney General Review/Approval of Litigation.*
 - a. Special Counsel shall provide Eric Wessan with copies of all pleadings filed by Special Counsel or by the opposing party. Pleadings to be filed by Special Counsel shall be provided sufficiently in advance of filing with the court to allow meaningful review, unless exigent circumstances dictate otherwise.
 - b. Before any dispositive motion is filed, or a response filed thereto, the supporting brief must be submitted to Eric Wessan for review and approval for filing with the court.
 - c. The use of investigative subpoenas must be approved by Eric Wessan. Eric Wessan may request investigative subpoenas in addition to what Special Counsel files.
 - d. Special Counsel will consult with Eric Wessan and assist in the preparation of answers to requests for discovery. Special Counsel shall indicate those requests to which the Special Counsel intends to file an objection.
 - e. At least ten calendar days prior to the day a witness list or an exhibit list is due, Special Counsel shall provide Eric Wessan a preliminary witness list or exhibit list for review and recommendations of additional names of witnesses or additional exhibits.

6. *Settlements.* All decisions regarding settlement of the case are reserved exclusively to the discretion of the Attorney General, including all decisions regarding the use of mediation or arbitration to resolve the case. Eric Wessan will participate in all settlement conferences, mediations, or arbitrations. Special Counsel must immediately communicate any settlement proposal received along with the recommendation to accept, reject, proffer a counterproposal to any offer received to Eric Wessan.
7. *Appeals.* No appeal of any order of any Iowa State court or any United States District Court in this litigation will be taken to the Iowa Court of Appeals, the Iowa Supreme Court, or any United States Circuit Court of Appeals, without prior written approval of the Attorney General. Further, Special Counsel agrees that no petition for certiorari will be filed in the United States Supreme Court without prior written permission of the Attorney General. In all matters where an appeal is taken by another party or an appeal should be considered from an adverse decision of the trial courts, Special Counsel shall immediately notify Eric Wessan by providing a written summary of the case, including facts, issues, copy of and analysis of the court's decision, and an analysis of the State's position on appeal.
8. *Records Retention.* In accordance with Iowa Code section 23B.3(6), Special Counsel, from the inception of this Agreement until at least four years after the Agreement expires or is terminated, shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of attorney services. Special Council will make all such records available for inspection and copying in accordance with Iowa Code chapter 22. Upon request of the Attorney General, Special Counsel will provide a copy of all such records and all litigation files related to the litigation.
9. *Monitoring Law Firms, Consultants, and Experts.* Special Counsel shall be responsible for monitoring the services provided by third parties and ensuring compliance with all provisions of this Agreement and this Standard Addendum. Special Counsel will be responsible for and ensure payment of all third-party attorney fees solely from the Special Counsel's contingent fee provided for in this Agreement.
10. *Reasonable Cooperation by Attorney General.* The Attorney General shall provide reasonable and prompt cooperation to Special Counsel with respect to the matters addressed in this Standard Addendum.