

RETAINER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

You (the “Client”), retain Halper Sadeh LLP (the “Firm”) pursuant to the terms set forth below in this retainer agreement (“Agreement”). The Client may sign and execute this Agreement by submitting a completed Certification form (the “Certification Form”) through the Firm’s website at www.halpersadeh.com. The Certification Form and this Agreement set forth the entire agreement between the Parties, which supersedes all other oral or written provisions. Once executed by Client, this Agreement is only effective upon execution (signature) by the Firm.

1. The Firm agrees to investigate and, if the Firm deems appropriate, to represent Client as a named plaintiff in an individual action, or as a named or lead plaintiff in a class action on behalf of Client and all other class members, and to seek relief on their behalf against the defendants listed in the complaint for violations of the federal securities laws. If the case is filed as a class action and the court does not permit the case to proceed as a class action, we will mutually decide whether, and on what basis, the case will continue.

2. If Client is not named as a plaintiff in the operative complaint in the case or if the court does not appoint Client as a lead plaintiff, the Firm’s representation of Client shall automatically terminate. The Firm shall promptly notify Client if the Client is named as a plaintiff in the operative complaint in the case or if the court has appointed Client as a lead plaintiff.

3. The Firm agrees to represent Client and the other class members on a fully contingent fee basis with respect to its fees. If the Firm obtains a benefit or recovery for the defendant company and/or its shareholders, the Firm may, at the conclusion of the litigation or any segment thereof, seek an award of attorneys’ fees and expenses pursuant to an agreement with defendants, and/or by application to the court, subject to court approval. In the event the litigation is resolved by settlement under terms involving “in-kind” payment, such as stock, the contingent fee agreement shall apply to such “in-kind” payment.

4. **Client will not be responsible for the payment of any legal fees to the Firm, costs, or out-of-pocket expenses arising out of or related to the prosecution of this litigation.** If there is no benefit or recovery for the defendant company and/or its shareholders, there will be no obligation on Client’s part to pay any of the Firm’s legal fees. Likewise, if no recovery or benefit is obtained, the Client will owe nothing for costs and expenses.

5. The Firm and other plaintiffs’ counsel will advance all costs and expenses that they deem necessary to prosecute the case. Such costs and expenses typically include, but are not limited to, travel expenses, telephone expenses, copying charges, fax transmission expenses, depositions, transcripts, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees, and paralegal expenses.

6. Client understands that it must continue to hold the securities of the defendant company and/or companies listed in the complaint (as applicable) while the litigation, if any, is pending. Client agrees to contact the Firm before selling its current holdings during the course of

the litigation. Further, Client agrees that neither it nor any of its affiliates or agents will trade on the basis of any confidential material non-public information it receives in connection with the litigation.

7. Client agrees to cooperate with the Firm at all times and to comply with all reasonable requests in the prosecution of this matter. Client agrees to be truthful, to always disclose complete and accurate facts, and to provide the most complete information possible. Client agrees to provide whatever information is necessary, as estimated or determined by the Firm, in a timely and competent manner.

8. 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 matter.

9. Client understands and agrees that the Firm may take all steps in this matter it deems advisable for investigating and handling the case, including, but not limited to, hiring and retaining investigators, expert witnesses, and attorneys. Client understands and agrees that the Firm may associate and work with other counsel and law firms in this litigation, including local counsel who are entitled to share in the fee award.

10. Client may terminate this Agreement as to the Firm, with or without cause and without penalty, by providing written notice of termination. The Firm may terminate this agreement if Client fails to cooperate in the prosecution of this action or if the Firm determines in its sole discretion that the time and resources needed to pursue the litigation successfully outweigh the potential recovery for Client or the class given the likelihood of obtaining a judgment or settlement, the potential amount of any judgment or settlement, and/or the difficulty of collecting any judgment.

11. If the Firm is terminated for any reason, or the Client is terminated by the Firm pursuant to paragraph 10 above, the Firm shall be entitled: (a) to be reimbursed, pursuant to paragraph 3 above, for reasonable out-of-pocket costs and expenses that they incurred, but only if and when a recovery or benefit is obtained; and (b) to be paid such compensation as might be payable to the Firm in accordance with this Agreement, but only if and when that compensation is payable to the Firm from any recovery or benefit in this litigation pursuant to paragraph 3 above.

12. In the event that a dispute arises between the parties relating to the Firm's fees, you 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, you may have the right to request binding arbitration of fee disputes in certain circumstances.

13. Client will take into consideration the Firm's advice and recommendations before making any decision to settle. The Firm will consult with Client regarding settlement negotiations and obtain Client's consent before entering into any settlement agreement with defendant(s). Client will not engage in any settlement negotiations or enter into any settlement unless the Firm is present.

14. 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 or relief, if any, Client may be entitled to recover or receive in this lawsuit.

15. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision hereof, and this Agreement shall be construed in all respects as if such illegal, invalid or unenforceable provision, if any, were never included in this Agreement.

16. 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.

17. The parties hereby acknowledge that they have read and understand the foregoing, that they have had the opportunity to consult with independent counsel, and that they agree to the Firm's representation on the terms set forth in this Agreement.