

RETAINER AGREEMENT

This agreement is made as of October 7, 2026 between Demo Administrator of Transformative Workplace Investigations (hereinafter, the “Investigator”) and Example State Operations Office (hereinafter, “the Client”). Investigator is being retained to provide professional workplace investigation services as requested by the Client. Investigator is not being hired as a legal representative or advocate for the Client. The Client shall only use the results of the investigation services for proper and lawful purposes and shall comply with all applicable laws. Investigator is being retained under the following terms:

1. Investigator is being retained to provide professional workplace investigation services as requested by the Client. These services may include, but are not limited to, conducting impartial, independent investigations related to allegations related to workplace misconduct, compliance issues, and other employee-related concerns. Investigator is being retained as an independent contractor and not as an employee of the Client.
2. In order to conduct the investigation(s), Investigator will be provided access to the Client’s employees. In addition, Investigator will be given access to documents relevant to the investigation – subject to the Client’s obligation to maintain the privacy of employee records. The Client also will provide a copy of its relevant personnel policies (including its harassment, discrimination and retaliation policies when the allegations concern such issues).
3. Investigator will conduct those interviews which they deem appropriate according to the needs of the Investigation. The individual or individuals who raised the allegations will be interviewed (assuming they are willing to be interviewed) so that they may be given a full opportunity to raise their allegations. The individual or individuals who are alleged to have committed the improper actions will be given a fair opportunity to respond to the allegations against them.
4. During the course of the Investigation, Investigator will report to Morgan Example, HR Director. Upon completion of the Investigation, Investigator will provide an oral report of the results of the Investigation. Said oral report will concern Investigator’s factual findings. A written report and recommendations will be provided, upon request.
5. For all investigation services rendered (including travel time), Investigator will be paid an hourly rate of Two Hundred Seventy-Five Dollars (\$275). If translation services are needed and if Investigator retains the translator (as opposed to the Client retaining them), Investigator will be reimbursed its actual cost for those services only. In addition to the above, Investigator will be reimbursed for reasonable out-of-pocket expenses incurred during the investigation including mileage, photo copying, messenger or Federal Express charges, long distance

telephone charges, etc. If out-of-town travel is required, Investigator will be reimbursed for out-of-town expenses including coach airfare (first-class airfare for trips of three hours in duration or longer), hotels, taxis, car rentals, meals, etc. A detailed listing of costs and fees will be submitted on a monthly basis and will be paid in full by the Client within thirty days of receipt. Investigator reserves the right to charge interest at the rate of 12% (compounded) per annum for all bills not paid within this 30 day time frame.

6. Client acknowledges and agrees that all fees for services rendered under this Agreement shall be subject to applicable sales tax imposed by the State of Washington on purchased Goods and/or Services (per ESSB 5814, effective October 1, 2025), which shall be assessed and charged at the rate imposed by the jurisdiction in which the services are purchased, delivered, or otherwise deemed taxable under applicable law. Any such taxes will be separately itemized on invoices and shall remain the sole responsibility of Client. Investigator shall have no duty to advise on, or assume liability for, Client's compliance with any tax obligations beyond the collection and remittance of sales taxes that Investigator is expressly required by law to collect.
7. The Client acknowledges that the investigative fees and costs that may be incurred pursuant to this Agreement are incapable of precise prediction and that the Attorney Investigator has made no guarantees or promises and has set no limits regarding the cost of services she provides.
8. If there is a proceeding in which testimony of Investigator personnel is required, said personnel will provide complete and truthful testimony. Investigator will be paid at the rate delineated in paragraph 5 above both to prepare for such testimony and to testify. If testimony is required, Investigator retains the right to hire legal counsel with respect to any services relating to such testimony. The Client will be responsible for payment of such legal counsel at that counsel's usual and customary rate but in no event greater than 90% of the rate the Client is paying for the seniormost counsel involved in representing the Client in the matter in which the testimony of Investigator personnel is required.

9. Investigator personnel must be able to seek out and support their conclusions without concern about being possible defendants in a lawsuit. Accordingly, if as a result of services performed or findings made by any Investigator personnel relating to the investigation, Investigator or its personnel (whether employees or independent contractors of Investigator) are named as defendants (or respondents, charged parties, or parties of any sort) in any legal action, the Client will provide a defense at its expense through its legal counsel or, at Investigator's discretion, will provide reimbursement for legal counsel chosen by Investigator. The Client also will indemnify and hold Investigator and its personnel (whether employees or independent contractors) harmless with respect to any judgment entered against them or any settlement Agreement (approved in advance by the Client) that is entered into. This paragraph does not apply to any allegations brought by the Client, against Investigator or its personnel.
10. Should any dispute arise between the parties hereto, it will be resolved through binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any arbitration proceedings will be filed and heard in Seattle, Washington. The prevailing party shall be entitled to costs and reasonable attorney's fees.
11. This Agreement shall commence on the date first above written and continue in effect until terminated by either party with 30 days written notice. If any provision of this Agreement is deemed unenforceable, the remaining provisions will be given full force and effect.
12. This Agreement will be governed by and construed, interpreted, applied, and enforced according to the laws of Washington, including Washington law relating to choice of law.
13. This Agreement constitutes the entire agreement between the parties relating to the subject matters set forth herein. It may only be modified by a written agreement, signed by an Agent of Investigator and the Client.

For Demo Administrator, Transformative Workplace Investigations:

Dated: _____ Print Name: _____

Signature: _____

For Example State Operations Office:

Dated: _____ Name/Title: _____

Signature: _____