UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

ARCHER & GREINER, P.C.
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Proposed Attorneys for Debtors

In re:	Chapter 11
POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]	Case No. 26-18325
Debtors.	(Joint Administration Requested)
	Hearing Date: TBD Shortened Notice Requested

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF OON & BAZUL LLC AS SINGAPORE INSOLVENCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession: Lonestar Dream Inc. ("LSD"); and Lonestar Taproot, LLC ("LST" and collectively, the "Debtors"), by and through their undersigned proposed counsel, hereby submit this application

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

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(the "Application") for the entry of an order, substantially in the form annexed hereto as **Exhibit A** (the "Proposed Order"), pursuant to 11 U.S.C. §§ 320 & 327(a), authorizing the retention and employment of Oon & Bazul LLC ("OBLLC") as restructuring and insolvency counsel in Singapore for the Debtor, Poolin Technology PTE Ltd. ("Poolin"), effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Keith Han (the "Han Declaration"), attached hereto as **Exhibit B**, and fully incorporated by reference herein, and further respectfully state as follows:

JURISDICTION, VENUE & STATUTORY PREDICATE

1. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the District of New Jersey* dated as of September 18, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a Final Order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of these proceedings is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicate for the relief requested herein is 11 U.S.C. §§ 327(a) and 330, as supplemented by Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

RELEVANT FACTUAL & PROCEDURAL BACKGROUND

4. On July 22, 2026 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Court"), thereby commencing the above-captioned cases (these "Cases" or these "Chapter 11 Cases"). The Debtors continue to manage their assets as debtors in possession. As of the filing of this Motion, no official committee of unsecured creditors or statutory committee has been appointed in the Debtors' Cases, and no request has been made for the appointment of a trustee or examiner.

5. Additional factual background regarding the Debtors' current and historical business operations and the events leading to these Chapter 11 Cases is set forth in the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2] (the "First Day Declaration"), filed substantially contemporaneously herewith and incorporated by reference herein.

RELIEF REQUESTED

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of OBLLC as Singapore counsel to Poolin in accordance with the terms and conditions set forth in that certain engagement letter between Poolin and OBLLC dated 15 July, 2026 (the "Engagement Agreement"), a copy of which is annexed hereto as **Exhibit C**.

BASIS FOR RELIEF REQUESTED

7. Section 327(a) of the Bankruptcy Code allows a debtor, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the debtor-in-possession in carrying out its duties under this title." 11 U.S.C. § 327(a).

8. Section 101(14) of the Bankruptcy Code defines "disinterested person" as a person that:

> (a) is not a creditor, an equity security holder, or an insider;
>
> (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
>
> (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the debtor or for any other reason.

11 U.S.C. § 101(14).

9. Pursuant to section 328 of the Bankruptcy Code, the Debtors seek the Court's approval of the terms of OBLLC's retention as set forth in the Han Declaration. Section 328(a) of the Bankruptcy Code allows a debtor, with the court's approval, to "employ or authorize the employment of a professional person under section 327 or 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328.

10. Moreover, under section 1107(b) of the Bankruptcy Code, a person is not disqualified for employment under section 327 solely because of such person's employment or representation of a debtor before the commencement of the case.

11. The Debtors submit that the employment of OBLLC is necessary because the Debtors require experienced counsel in Singapore with specialized knowledge of Singapore restructuring and insolvency laws to assist Poolin in proceedings under Part 11 of the Insolvency, Restructuring and Dissolution Act 2018 ("IRDA"), which deals with cross-border insolvency and foreign recognition of the above captioned Case of Poolin in Singapore. The Debtors have selected OBLLC because the attorneys in the Bankruptcy, Restructuring and Insolvency Group of the firm

are experienced insolvency attorneys and are well-suited to guide Poolin through the Singapore component of their insolvency process.

12. The professional services to be rendered by OBLLC for the Debtors include, without limitation:

(a) assisting the Debtors in obtaining foreign recognition of Poolin's Chapter 11 Case in Singapore;

(b) assisting the Debtors with obtaining recognition and enforcement of certain orders of this Court in Singapore;

(c) assisting the Debtors with obtaining recognition and enforcement of Debtors' Chapter 11 Plan;

(d) assisting in coordination and cooperation between this Court and Singapore courts; and

(e) providing the Debtors with such other and related bankruptcy legal services as may be required.

13. OBLLC will bill the Debtors hourly for its legal services at OBLLC's regular hourly rates charged by its restructuring and other attorneys and para-professionals consistent with those rates charged by OBLLC in other, similar cases.

14. As set forth in the Han Declaration, OBLLC received a pre-petition retainer from the Debtors, which will be held by OBLLC in trust, pending approval of OBLLC's fees and expenses by the Court. OBLLC will submit its request(s) for payment of fees and expenses in the Cases by way of fee application(s) in accordance with the applicable provision of the Bankruptcy Code and Bankruptcy Rules.

15. OBLLC has represented to the Debtors that the firm's connection with the Debtors, creditors other parties in interest in these Chapter 11 Cases, their respective attorneys and any other disclosed professionals, the United States Trustee or any person employed in the office of the United States trustee, the Court, Judges or any person employed in or by the Court, is as follows: OBLLC represented the Debtors, pre-petition, which representation and associated compensation received by OBLLC for its services, has been disclosed by OBLLC in this proceeding as required under Bankruptcy Rule 2016. OBLLC has represented to the Debtors that it is not aware of any connection between the firm and any parties, persons, or entities in these Cases which would render OBLLC not a disinterested person. OBLLC has represented to the Debtors that it does not hold an interest adverse to the interest of the estates with respect to its employment by the Debtors or otherwise in these Cases.

16. To the best of the Debtors' knowledge, based on representations from OBLLC, OBLLC does not hold an adverse interest to the estates; does not represent an adverse interest to the estates; and is a disinterested person as such term is defined in the Bankruptcy Code.

17. The Debtors respectfully request authorization to employ OBLLC to render services in accordance with this Application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

BANKRUPTCY RULE 6003 HAS BEEN SATISFIED

18. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" before twenty-one (21) days after filing of the petition. Fed. R. Bankr. P. 6003(b). As described above, the circumstances

presented by these Chapter 11 Cases necessitate that OBLLC immediately commence work on time-sensitive matters and promptly devote resources to the Debtors' Cases. Accordingly, the Debtors have satisfied the requirements of Bankruptcy Rule 6003.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

19. To implement the foregoing successfully, the Debtors request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent such stay applies.

WAIVER OF MEMORANDUM OF LAW

20. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to D.N.J. LBR 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

NO PRIOR REQUEST

21. No prior request for the relief sought in this application has been made to this Court or any other court.

NOTICE

22. Notice of this Application will be provided to: (i) the Office of the United States Trustee; (ii) any party whose interests are directly affected by this specific pleading; (iii) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (iv) counsel for any committee appointed by this Court; (v) the Debtors' consolidated list of 30 largest unsecured creditors; and (vi) all governmental agencies having a regulatory or statutory interest in these cases (collectively, the "Notice Parties"). Based on the urgency of the circumstances surrounding this Application and the

nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as the Court deems just and proper.

Dated: July 22, 2026

/s/ Michael DuFrayne
Michael DuFrayne
Chief Restructuring Officer of the Debtors

EXHIBIT A
(Proposed Order)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

ARCHER & GREINER, P.C.
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Natasha M. Songonuga, Esq.
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nsongonuga@archerlaw.com
aandrews@archerlaw.com

Proposed Attorneys for Debtors

In Re:

POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1]

Debtors.

Case No. 26-18325

Chapter 11

(Joint Administration Requested

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF OON & BAZUL LLC AS SINGAPORE RESTRUCTURING AND INSOLVENCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

The relief set forth on the following pages, numbered two (2) through six (6), is hereby **ORDERED.**

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

Upon the application (the "Application")[2] of Poolin Technology Pte. Ltd. and its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), for an order authorizing the retention and employment of Oon & Bazul LLC ("OBLLC") as Singapore restructuring and insolvency counsel, pursuant to the terms of the Engagement Agreement, effective as of the Petition Date, as more fully set forth in the Application; and the Court having jurisdiction to decide the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and the Court having held a hearing to consider the relief requested in the Application (the "Hearing"); and upon the declaration of Keith Han filed contemporaneously with the Application and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Application and granted herein is necessary and is in the best interests of the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.

2. The Debtors are authorized to retain OBLLC as Singapore restructuring and insolvency counsel, effective as of the Petition Date, pursuant to the terms of the Engagement Agreement, in the form attached to the Application as **Exhibit C**.

3. OBLLC is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Agreement. Specifically, but without limitation, OBLLC will render the following legal services:

(a) assisting the Debtors in obtaining foreign recognition in Singapore of the above-captioned Chapter 11 Cases;

(b) assisting the Debtors with obtaining recognition and enforcement of the orders of this Court in Singapore;

(c) assisting with coordination and cooperation between this Court and Singapore courts; and

(d) providing the Debtors with such other and related bankruptcy legal services as may be required.

4. OBLLC shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. OBLLC also intends to make a reasonable effort to comply with the U.S. Trustee's requests for

information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* Effective as of November 1, 2013 (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by OBLLC in these Chapter 11 Cases.

5. OBLLC is authorized without further order of the Court to apply amounts from the prepetition advance payment retainer to compensate and reimburse OBLLC for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of OBLLC's engagement by the Debtors, if the amount of any advance payment retainer held by OBLLC is in excess of the amount of OBLLC's outstanding and estimated fees, expenses, and costs, OBLLC will pay to the Debtors the amount by which any advance payment retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Agreement.

6. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Han Declaration attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Agreement and fees for defending any objection to OBLLC's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. OBLLC shall provide ten (10) business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Agreement are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. The Debtors and OBLLC are authorized to take all steps necessary or appropriate to carry out this Order.

9. The requirements of Bankruptcy Rule 6003(b) have been satisfied or are otherwise deemed waived.

10. The requirements of Bankruptcy Rule 6004(a) are waived.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. Any party may move for modification of this Order in accordance with D.N.J. LBR 9013-5(e).

13. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

15. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

EXHIBIT B
(Han Declaration)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b) ARCHER & GREINER, P.C. Stephen M. Packman, Esq. Douglas G. Leney, Esq. Natasha M. Songonuga, Esq. Alexander J. Andrews, Esq. (*Pro Hac Vice* Admission Pending) 1025 Laurel Oak Road Voorhees, NJ 08043 Telephone: (856) 795-2121 Facsimile: (856) 795-0574 Email: spackman@archerlaw.com dleney@archerlaw.com nsongonuga@archerlaw.com aandrews@archerlaw.com *Proposed Attorneys for Debtors*	
In Re: POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1] Debtors.	Case No. 26- Chapter 11 (Joint Administration Requested) Hearing Date: Judge:

DECLARATION OF KEITH HAN IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF OON & BAZUL LLC AS THE SINGAPORE INSOLVENCY COUNSEL EFFECTIVE AS OF THE PETITION DATE

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.

I, Keith Han, being of full age, declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, as follows:

1. In accordance with the annexed Application, I request authorization of the Court for Oon & Bazul LLC ("OBLLC") to be retained as Singapore attorneys for Poolin Technology Pte. Ltd. ("Poolin") in the above-captioned chapter 11 bankruptcy cases (the "Cases"). I am a partner of Oon & Bazul LLC.

2. I am a Head of the Restructuring & Insolvency Practice at OBLLC, specializing in complex cross-border restructuring, insolvency, and commercial dispute resolution matters. I regularly serve as lead counsel in such matters and have appeared in all levels of the Singapore Courts. I graduated from the National University of Singapore and previously served as a law clerk and assistant registrar at the Supreme Court of Singapore.

3. OBLLC has been retained by Poolin, subject to Court approval, to represent them on an hourly fee billing basis, together with reimbursement of approved expenses, at the following hourly billing rates, which rates are in accordance with the normal and customary rates that OBLLC charges for similar services:

Keith Han, Partner	S$950 / hr.
Ammani Mathivanan, Senior Associate	S$640 / hr.
Trainee	S$250 / hr.

4. Prior to the Petition Date, OBLLC received a retainer in the amount of USD 23,135.10 and SGD 19,965.00 from Poolin, in connection with its pre-petition and anticipated post-petition representation. OBLLC is holding the retainer in its client trust account and will apply amounts from the retainer only upon Court approval of OBLLC's fees and expenses pursuant to

interim and/or final fee applications submitted in accordance with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules.

5. To the best of my knowledge, after reasonable and diligent investigation, OBLLC's connection with the debtors, creditors, any other parties in interest, their respective attorneys and accountants, the United States Trustee or any person employed in or by the office of the United States Trustee, the Court or any Judge or person employed in or by the Court, is as follows: OBLLC represented Poolin and its sole shareholder Mr Pan Zhibiao (OBLLC's representation of Mr Pan, was for the limited purposes of filing an objection to the then-pending application to strike off Poolin from the Singapore Register of Companies), pre-petition, which representation and associated compensation received by OBLLC for its insolvency services, has been disclosed by OBLLC in this proceeding as required under Bankruptcy Rule 2016. OBLLC has represented to Poolin that it is not aware of any connection between the firm and any parties, persons, or entities in these Cases which would render OBLLC not a disinterested person. OBLLC has represented to Poolin that it does not hold an interest adverse to the interest of the estate with respect to its employment by Poolin or otherwise in these Cases.

OBLLC's conflict search is attached hereto as **Exhibit 1**.[1]

6. To the best of my knowledge, after reviewing the conflict search attached, and based on my knowledge and the knowledge of my colleagues of this matter and the parties in interest in the Cases, OBLLC, its partners, associates, officers, and/or employees do not hold an adverse interest to the estates; do not represent an adverse interest to the estates; and are disinterested under 11 U.S.C. § 101(14).

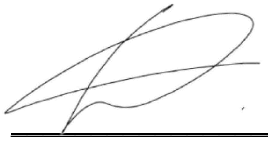
[1] OBLLC will update its conflict search periodically during the Cases and report any conflict promptly to the Court and parties which may arise.

7. OBLLC has no agreement with anyone to share compensation.

8. Prior to the Petition Date, OBLLC provided legal services to and for the benefit of Poolin in Singapore, which services were fully paid. There are no outstanding amounts due by Poolin to OBLLC as of the Petition Date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 21, 2026
Singapore.



Keith Han

EXHIBIT 1
(Conflicts Search)

DEBTORS
Poolin Technology PTE Ltd.
Lonestar Dream Inc.
Lonestar Taproot LLC

SHAREHOLDER
Kevin Pan

DIRECTORS & OFFICERS
Kevin Pan, CEO/President
Kathy Zhang COO
Pei Chiu CFO
Michael DuFrayne CRO

GOVERNMENTAL AUTHORITIES
Central Provident Fund Board
Inland Revenue Authority of Singapore
United States Attorney
United States Attorney General
Delaware Division of Corporations
Internal Revenue Service
Texas Comptroller of Public Accounts
Texas Workforce Commission
Ward County Tax Assessor-Collector

30 LARGEST UNSECURED CREDITORS
Hua Ruo Ping
Su Qi
Sun Shao Hua
Zhang Hong Xing
Du Yong
Pan Zhi Biao
Su Xiao
Ma Chong Chao
Li Cheng Sen
Fu Wen Wen
Huang Jian
Chen Xiong Xiu
Sheng Lei
Chang Qi Chen
Liang Lin
Wang Yu Cheng
Chen Jing Jun

Liu Han
Ge Bing Xiao
Liu Bo
Zhong Yan
Yuan Song
Liu Li
Chen Hua Yuan
Lan Ze Peng Cheng
Liang Dong Lai
Liu Xian Xing
Wu Hong Yan
Ming Zhang
Xiao Yue Tian

STALKING HORSE PURCHASER
Thor CALAP LLC

PROFESSIONALS
Archer & Greiner, P.C.
Crowe LLP
DuFrayne, LLC
McGovern Weems LLC
Morrow Ni LLP
Oon & Bazul LLP
Scott, Douglass & McConnico, LLP
Verita Global LLC

INTERESTED PARTIES
Actinide-89-103-Systems LLC
Antalpha Technologies Ltd.
BigX Global PTE Ltd.
Bitmain Delaware Holding Co.
Bitmain Technologies Georgia Ltd
Bitmain Technologies Ltd.
DBR Land LLC
Delaware Basin Ranches Inc.
Elektron Energy
FlowX LLC
Foundry Digital LLC
Frontier Mining, LLC
Greystone Mopac Estates Ltd.
Manning Land, LLC
Manning Minerals, LLC
Priority Power Management LLC
Progressive Insurance
Regus Corporation

Seaborgium-106 Systems LLC
Texas Mutual Insurance
Texas New Mexico Power Company
Electric Reliability Council of Texas
UnitedHealthcare
Unum

BANKRUPTCY JUDGES

Honorable Christine M. Gravelle, Chief Judge
Honorable Michael B. Kaplan
Honorable Andrew B. Altenburg, Jr.
Honorable Vincent F. Papalia
Honorable John K. Sherwood
Honorable Jerrold N. Poslusny, Jr.
Honorable Stacey L. Meisel
Honorable Mark E. Hall
Honorable Eamonn J. O'Hagan

OFFICE OF THE UNITED STATES TRUSTEE

Andrew R. Vara, United States Trustee
Lauren Bielskie, Assistant United States Trustee
Adela Alfaro, Paralegal Specialist
Kirsten K. Ardelean, Bankruptcy Analyst
Francyne D. Arendas, Auditor (Bankruptcy)
Michael Artis, Trial Attorney
David Gerardi, Trial Attorney
Tia Green, Legal Assistant
Daniel C. Kropiewnicki, Auditor (Bankruptcy)
Samantha Lieb, Trial Attorney
Tina Oppelt, Paralegal Specialist
Angeliza Ortiz-Ng, Paralegal Specialist
Jeffrey Sponder, Trial Attorney
Fran B. Steele, Trial Attorney
James Stives, Auditor (Bankruptcy)
Rachel Wolf, Trial Attorney
William Ziemer, Auditor (Bankruptcy)

EXHIBIT C
(Engagement Agreement)

OON & BAZUL

www.oonbazul.com

UEN: 202556505D

Oon & Bazul LLC
36 Robinson Road
#08-01/06 City House
Singapore 068877

Tel (65) 6223 3893

In Association with
TS Oon & Partners, Malaysia

Our Ref: *20260069*

Your Ref: *-*

15 July 2026

POOLIN TECHNOLOGY PTE. LTD. **BY EMAIL ONLY**
14 Robinson Road
#08-01A, Far East Finance Building
Singapore 048545

Attn: Mr Pan Zhibiao / Ms Kathy (Ruohan) Zhang / Mr Benjamin Thong (directors)

Dear Sirs,

LETTER OF ENGAGEMENT – ACTING FOR AND ADVISING YOU ON THE RECOGNITION OF THE FOREIGN INSOLVENCY PROCEEDING & THE FOREIGN REPRESENTATIVE IN SINGAPORE

1. We refer to the above matter and thank you for instructing us to act.

2. The purpose of this letter is to set out the terms and scope of our engagement in respect of this matter.

Scope of our services

3. The Partner-in-charge of your matter will be Mr Keith Han. He will be assisted by the associates and trainees in his team.

4. During the course of the matter, we shall keep you advised on the progress of your matter regularly, either by telephone, electronic mail, fax or letter enclosing copies of relevant correspondence. You can, of course, also contact us for a progress report at any time.

5. You can contact Mr Keith Han through his mobile (+65 9436 8330) or his email address (keith.han@oonbazul.com)

6. The scope of our services will involve:

   (a) Advising and acting for you in the application for recognition in Singapore of Poolin Technology Pte Ltd's Chapter 11 reorganisation proceedings under the United States Bankruptcy Code and its duly appointed foreign representative; and

   (b) Such further or other work in relation to the foregoing which you may request and we may agree to undertake on your behalf.

Terms of Engagement

7. The provision of our services in respect of your matter is subject to and to be read together with our standard terms of engagement as set out in Appendix 1 (*Terms of Engagement*), which, together with this letter, set out the basis on which we will act for

you. In the event of any inconsistency between the terms of this letter and our standard terms of engagement, the terms of this letter will prevail.

Professional Fees

8. We generally charge on a time-costs basis. As a guide, the hourly rates of the lawyers who will be handling your matter are as follows:

Lawyer	Charges (per hour)
Mr Keith Han	SGD 950.00
Associate	SGD 400.00 to SGD 650
Trainee	SGD 250.00

9. We remain mindful of the need to keep your costs under control and will endeavour to do so. We confirm that no increase to our rates will be made without providing you with prior notice. We also confirm that no third-party retentions or engagements will be entered into without your prior consent.

10. It is normal practice for law firms to require clients to pay sums of money from time to time, or a lump sum payment on account of anticipated professional fees and disbursements. We may from time-to-time request that deposits be paid into your clients' account with us for this purpose.

Mode of Payment of Deposit and Fees

11. Payment of any deposit and our fees may be made in the following manner:

    (i) by cheque in favour of "**OON & BAZUL LLC**";

    (ii) by direct remittance (free of bank charges) to our clients' account as follows:

For SGD remittances

A/C Holder	:	**OON & BAZUL LLC**
Clients' A/C (SGD)	:	465-339-255-3
Bank Details	:	**UNITED OVERSEAS BANK LIMITED** 80 Raffles Place UOB Plaza 1 Singapore 048624
Bank Code	:	7375
Branch Code	:	001
Bank SWIFT Code	:	UOVBSGSG

Client Identification and Verification

12. All lawyers in Singapore are, pursuant to anti-money laundering regulations, required to perform certain identity and transaction risk checks in respect of their clients before accepting instructions to act in any matter and on an on-going basis during the course of so acting.

13. As such, our engagement and continued representation of you under this letter are subject to the completion to our satisfaction of the required checks on you and your intended transaction, both prior to accepting instructions and on an on-going basis. In connection with this, to comply with the aforesaid regulations, we will carry out the necessary searches and checks. We will contact you should we need any documents and information.

Payment of Bills and Retention

14. We understand and agree that our retention as your counsel, and the payment and reimbursement of our professional fees, costs and expenses, are subject to the approval of the United States Bankruptcy Court, including pursuant to any retention order, monthly fee notices, quarterly fee applications, and final fee application.

Further Clarifications

15. Please do not hesitate to contact us if you require any clarification on any of the above matters or for any other purpose as this matter progresses.

Kind regards,



Keith Han
keith.han@oonbazul.com
OON & BAZUL LLC

Enc. – Appendix 1 (*Terms of Engagement*)

We confirm that we accept the terms and conditions of engagement as set out in this letter.

For the purposes of this matter, please correspond with and take instructions from our representative(s) as follows:

Name:	Kathy (Ruohan) Zhang
Designation:	COO
Telephone / Mobile:	+1-737-275-9444
Email:	kathy.z@lonestardream.us
Address:	3415 Greystone Dr. STE 205, Austin, TX 78731

…….Ruohan Zhang……..
For and on behalf of **Poolin Technology Pte. Ltd.**
Name: **Ruohan Zhang**
Designation: Director
Date: **July 15, 2026**

WARRANT TO ACT

We, **Poolin Technology Pte Ltd (UEN 201929816N)**, hereby agree to engage the services of M/s Oon & Bazul LLC and hereby grant M/s Oon & Bazul LLC a Warrant to Act on our behalf in Singapore in connection with the captioned matter.

……..

For and on behalf of Poolin Technology Pte. Ltd.
Name: Ruohan Zhang
Designation: Director
Date: July 15, 2026

OON & BAZUL

APPENDIX 1

OON & BAZUL LLC
TERMS OF ENGAGEMENT

1. TERMS OF ENGAGEMENT

1.1 These terms of engagement:

(a) form part of the offer made in the foregoing engagement letter or email quotation (where applicable) and are to be read together with the engagement letter or email quotation. Where there is any inconsistency between these terms of engagement and those in the engagement letter or email quotation, those in the engagement letter or email quotation prevail;

(b) apply to the engagement of **OON & BAZUL LLC**; and

(c) together with the foregoing engagement letter or email quotation constitutes your Warrant to Act in favour of **OON & BAZUL LLC** with respect to representing you generally in Singapore and elsewhere in connection with the matter entrusted to us and no further warrant to act will be necessary.

1.2 You should sign and return the engagement letter to us to signify your acceptance of them. In respect of an email quotation, you should respond in writing (whether by email or otherwise) to signify your acceptance. If you fail to return the signed engagement letter or a copy of the same to us (or in the case of an email quotation if you do not respond in writing to signify your acceptance to the email quotation), but continue to instruct us in relation to the matters to which the engagement letter relates, you will be deemed to have accepted the terms and conditions set out in the engagement letter or email quotation and these terms of engagement.

2. THE NATURE OF OUR APPOINTMENT

2.1 The scope of our services extend to the following:

(a) advising you on matters of Singapore law relating to the matter / dispute on which you have instructed us,

(b) representing you whether in respect of legal proceedings brought in Singapore (if it is determined to be the appropriate jurisdiction) or arbitration proceedings in connection with the matter / dispute on which you have instructed us; and

(c) doing all things as may be required or necessary and/or incidental in connection with the foregoing.

(d) In the event that it appears to us necessary to undertake other work outside the above-mentioned scope of services, we will not proceed unless further instructions are received from you authorizing us to do so. However, in the event of an emergency, we reserve the right to undertake such work outside the above-mentioned scope of services as may in our view be necessary in the circumstances.

2.2 We are engaged to provide you with legal services. We do not act as accountants, merchant bankers, directors, insurers, actuarial advisers and, unless specifically stated in the letter of engagement, as tax advisers.

3. OUR AUTHORITY

3.1 We will obtain your approval before incurring any significant or extraordinary expenses except in cases of urgency.

3.2 We may:

(a) incur all expenses we consider reasonably necessary for the proper conduct of your matter;

(b) engage law firms in other jurisdictions, including our associated offices; and

(c) engage consultants, service providers and experts.

3.3. We may choose whether we incur these expenses as principal or as your agent. Where we engage other law firms, consultants, service providers or experts as your agent, you may direct that we do not make that engagement. In the case of such a direction we reserve the right to terminate this engagement if we are satisfied, in our sole discretion, that it is necessary to

engage those persons in order to properly perform our obligations under this engagement.

3.4 We will charge you for any such expenses we incur in exercising this authority on your account.

3.5 In the event that we require, you shall make direct payment towards the fees and expenses charged by such persons as we instruct on your behalf on such terms as are required by the said persons or the terms of the provision of their services. If you fail to pay these fees and expenses accordingly, we may cease to act for you until the same is paid or to terminate our engagement in accordance with these terms.

4. STAFFING

4.1 The partner who signs the engagement letter or sends you the email quotation is the partner primarily responsible for your matter.

4.2 At times, it may be necessary for other partners or associates other than those referred to in the engagement letter or email quotation to become involved in your work. You authorise us to involve those other persons on your matter.

4.3 If you have any concerns in relation to the staffing of your matter, please contact the partner primarily responsible for your matter.

5. UNDERSTANDING YOUR OBJECTIVES

5.1 In order that we can have a full appreciation of your instructions and better serve you in relation to this matter, you need to fully explain to us the objectives that you have in relation to this matter and the commercial or particular context in which you have requested us to act.

5.2 Your objectives may change during the course of the matter. You need to advise us if you wish to add to or refine any aspect of these instructions or discuss or clarify any aspect of the work we are to undertake.

6. CONFLICTS AND DISCLOSURE OF OUR OTHER CLIENT INTERESTS

6.1 Subsequent Conflict of Interests

6.1.1 During the course of commercial transactions and disputes, circumstances may arise where a client's interests are not compatible with those of another of our clients.

6.1.2 Where this occurs or there is potential for this to occur, we will discuss with those clients certain arrangements and practices to protect each client's interests.

6.1.3 We will consult you if the partner primarily responsible for your matter becomes aware of any new instruction we receive which may conflict with your current instructions.

6.1.4 If a conflict of interest arises which, despite our best efforts, cannot be satisfactorily addressed, we will terminate this agreement under clause 17.1.

6.1.5 Our engagement is limited to this matter. Our acceptance of this engagement does not necessarily mean that in the future we will be able to act for you on other matters or that we may not act for another client who has other dealings with you.

6.2 Acting on Behalf or two or more Clients Jointly in a Matter

6.2.1 Where we are requested to act jointly for two or more clients in a matter ("**Joint Clients**"), by signing our engagement letter, you give your written consent for us to proceed notwithstanding any divergent interests or potential divergent interests which may arise between any of the Joint Clients.

6.2.2 You also acknowledge that our ability to continue acting for all Joint Clients in the matter is premised on us receiving instructions which are not inconsistent and/or which do not conflict with the interests of any one or more of the other Joint Clients. If we receive inconsistent instructions and/or instructions which conflict with the interests of any one or more of the other Joint Clients, we will discuss this with all Joint Clients to address the issue. If despite our best efforts, the issue cannot be satisfactorily addressed, we will terminate this agreement in respect of one or more or all of the Joint Clients under clause 17.1.

6.2.3 In addition, if, in the course of our appointment, we have difficulty in advising on and dealing with the Joint Clients' divergent interests competently, evenly, and consistently, we will reserve the right to terminate this

agreement in respect of one or more or all of the Joint Clients under clause 17.1.

6.2.4 In the event that we are required to withdraw from the representation of one or more of the Joint Clients based on our professional judgment, each of the Joint Clients consent to such withdrawal, and further waives any claim that a conflict of interest or a violation of any other obligation to any of the Joint Clients have occurred by reason of such withdrawal. In the event that any of the Joint Clients cease to retain or instruct us to act for this matter, the withdrawing Joint Client further consents to us continuing to act for the other remaining Joint Clients in the matter.

6.2.5 If any Joint Client has any queries on the matter, or on the risks of all or any of the Joint Clients being jointly represented in the matter or transaction, we will communicate directly with each of the Joint Clients to deal with the queries.

6.2.6 In consenting to us acting jointly in the matter, you also acknowledge that you are aware that:

a) We may be prevented from disclosing to a Joint Client information obtained from another Joint Client, despite the relevance of the information to the matter or transaction;

b) We may be prevented from giving to a Joint Client any advice that is prejudicial to another Joint Client.

6.2.7 In the event that a transaction or arrangement arises in the joint appointment which may be ostensibly or potentially disadvantageous to any particular Joint Client, we shall directly communicate with the Joint Client to:

a) Explain the Joint Client's position and how the same will or may be altered to the relevant Joint Client's detriment;

b) Verify whether any instruction purportedly given on behalf of the Joint Client does in fact reflect the Joint Client's intentions; and

c) Remove any doubt as to whether the Joint Client may have been misled by, or may be acting under undue influence of another person.

6.2.8 Each Joint Client may obtain independent legal advice at any time whether prior to or in the course of our joint appointment. Where necessary, we will advise each Joint Client to obtain independent legal advice in respect of the matter or any particular issue in the matter. If any of the Joint Clients do not wish to obtain independent legal advice, the relevant Joint Client must provide to us a written confirmation that he declines to do so, failing which we reserve the right not to proceed with the engagement or to terminate the agreement under clause 17.1.

6.2.9 We will continue to be vigilant of any conflict or potential conflict between the interests of any of the Joint Clients throughout the course of our appointment and will inform each of the Joint Clients of any conflict or potential conflict that arises or may arise.

7. CONFIDENTIAL INFORMATION

7.1. General

7.1.1 We will not disclose to anyone else any confidential information which we obtain as a result of acting for you unless such disclosure is with your consent, or is required by law or order of court.

7.1.2 Possession of confidential information or knowledge will not prevent us from acting for another person if the partners and solicitors personally involved in acting for that other person do not have actual knowledge of the confidential information.

7.1.3 We will not disclose to you any confidential information or knowledge which we obtain as a result of acting for any other client.

7.1.4 Some matters call for special security and in those circumstances, we will discuss with you the measures which can be taken to protect your interests.

7.2. Information Collected

7.2.1 For the purpose of providing our services to you, we may collect, use and disclose some of your personal information. The personal information we collect is limited in most cases to names, professional and contact details and information relating to the services we provide you.

7.2.2 You can choose not to provide us with your personal data. However, if we are not provided with personal information that we request, we may not be able to fully provide our services to you and/or fulfil the proposed scope of work to you, and may have to terminate the engagement accordingly.

7.3. Use and Disclosure of Personal Information

7.3.1 We use the personal data collected about you for specific purposes. For instance, we may share personal information (including personal data as defined in the Personal Data Protection Act 2012 (No. 26 of 2012) ("PDPA")) with third parties that may assist us in providing our services to you, including but not limited to our associated entities, our correspondent offices overseas, your professional advisers and organisations with whom we have co-promotional arrangements (and any third parties used in administering those arrangements). We may also share personal information with other service providers including barristers, experts and law firms in other jurisdictions, and organisations that assist us by providing archival, auditing, consulting, data and document processing, mailhouse, delivery, technology and security services. In the conduct of your matter, we may also need to share personal information with courts, tribunals and other regulatory authorities.

7.3.2 In addition to providing our services (including legal, training and consulting services) to you, we may use and disclose personal information to maintain our relationship with you, to keep you informed of our services, events, developments in the law and other matters which we consider may be of interest to you, and for purposes related to our research, planning, service development, security and risk management. We may also use and disclose personal information to the extent that we are required or authorised by law to do so.

7.3.3 Further to the above, we may process your personal data where it furthers our legitimate interests, including but not limited to the operation and improvement of our business and our services, the provision of customer support, protection from security threats such as fraud, and the post-engagement provision of services. We may also process your personal data based on consent that you expressly grant to us at the time of collection of such data. In such a situation, and if consent may not be deemed, we will expressly and clearly request for your consent, and you may apply to withdraw your consent at any time, or to access, correct or update the personal data that you have provided to us.

7.3.4 If you are located in the European Union, the United Kingdom, Liechtenstein, Norway, Iceland or Switzerland, you may have additional rights with respect to your personal data under the General Data Protection Regulation (EU) 2016/679. Please contact us anytime through our Data Protection Officer at general@oonbazul.com to speak about these rights.

7.4. Personal Data Protection Act 2012

For the purposes of the PDPA, the collection, use and disclosure of your personal data (as defined in the PDPA) by our firm does not require your consent as permitted under the provisions of the Second Schedule (*Collection of Personal Data without Consent*), Third Schedule (*Use of Personal Data without Consent*), and Fourth Schedule (*Disclosure of Personal Data without Consent*) of the PDPA in various circumstances including *inter alia* if the collection, use and disclosure of personal data is necessary for the provision of legal services by us. Wherever necessary, however, the provisions in this clause 7 comprises our notification to you of the purposes for the collection, use or disclosure of your personal data, and our engagement herein comprises your consent under the PDPA to the collection, use or disclosure of your personal data. You may contact the partner having conduct of your matter if you have any queries on the collection, use or disclosure of your personal data.

7.5. Anti Money Laundering (AML) / Know Your Client (KYC) provisions

7.5.1 It is the policy of the firm to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the

unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets.

7.5.2 Under Singapore law and applicable professional conduct rules, we are required to identify clients for the purpose of compliance with anti-money laundering regulations and other 'know your client' / customer due diligence purposes. This means that when we first receive instructions from a client, we are required to identify both our client and (if applicable) the client's beneficial owner(s) and to verify those identities. We may therefore ask you to provide us with appropriate evidence of identity or other information, which we will retain. If satisfactory evidence or information is not provided within a reasonable time of our request we may have to stop acting for you. In that event you will be charged for work done up to the time we stop acting.

8. BENEFIT OF ADVICE

8.1 Unless we specifically say otherwise, advice given by us in the course of our engagement:

(a) is given solely for your benefit;

(b) may not, without our prior consent, be:

(1) relied on by another person;

(2) disclosed except to persons who, in the ordinary course of your business, have access to your papers and records, on the basis that they will not disclose the advice to anyone else; or

(3) filed with a governmental agency, or other agency or quoted or referred to in a public document;

(c) is strictly limited to the matters stated in it and does not apply by implication to other matters;

(d) is limited to Singapore law; and

(e) is given as at the date of the communication containing that advice.

8.2 We will not notify you of any changes in the law after the date on which the advice was given, unless you specifically ask us to do so.

9. FEES AND EXPENSES

Please feel free to discuss any aspect of our fees and expenses with us at any time.

9.1. Professional Fees

9.1.1 We charge for our services on the basis set out in the attached engagement letter or email quotation and schedule of fees and expenses. Unless specified otherwise, our quote of professional fees exclude disbursements (please refer to clause 9.2) incurred in acting for you in respect of your matter, for which we would charge to you at cost.

9.1.2 Where our fees are provided on a time-cost basis, our legal fees will be based on the actual time spent in connection with this matter by the solicitors having conduct of your matter, including the time spent in meetings with you and others, preparing, reviewing and working on papers including correspondence, making and receiving telephone calls to or from you and others, preparing for and attending court or arbitral hearings, travelling and waiting and the overall management of your matter.

9.1.3 We are mindful of the need to keep your costs under control, and will endeavour to do so by ensuring that all work is done at the appropriate levels of seniority with the requisite degree of supervision.

9.1.4 Our hourly / time-cost rates are constantly under review to keep up with market conditions and the seniority and experience of our lawyers. We reserve the right to periodically update our lawyers' hourly rates whenever appropriate.

9.1.5 We may also wish to discuss with you charging a premium for time spent where the circumstances justify it, for example where your matter requires particularly urgent attention, or involves sustained periods of work outside normal business hours, or poses particularly challenging or specialised problems.

9.1.6 In respect of litigious matters, in the event that a matter is settled or resolved outside of trial or a determination by the appropriate judicial / arbitral tribunal, as happens in many litigious matters, our fees will be correspondingly lower in the event that we have quoted our professional fees on the basis of an estimated period of trial.

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9.1.7 Please note that we are prohibited by Singapore law from charging fees on a contingency basis.

9.2. Disbursements

9.2.1 We will charge for all disbursements we incur in acting for you. Examples of these disbursements are:-

(a) fees of law firms in other jurisdictions;

(b) consultants' fees;

(c) experts' fees;

(d) agents' fees;

(e) service providers' fees;

(f) stamp duties;

(g) court, government and regulatory authorities' fees and charges;

(h) travelling and accommodation expenses;

(i) postage and delivery charges;

(j) photocopying (where bulk copying is involved), fax transmissions, certain long distance telephone calls and all overseas telephone calls; and

(k) our costs of answering subpoenas or enquiries arising out of your matter.

9.2.2 We will not charge for work done by secretarial and administrative staff, except where your matter requires us to engage those staff in overtime work.

9.3. Travel Arrangements

Travel and accommodation, unless you instruct us otherwise, will be booked through our usual travel agents who will bill us. You must reimburse us for the amount billed. In the absence of any mutual agreement to the contrary, any flight arrangements necessary will be made on the basis of business class travel on an international carrier of our choice, and accommodation will be arranged at executive-level / five-star hotels within a reasonable vicinity to where the work / matter on which we are instructed will be carried out.

9.4. GST

9.4.1 Unless we expressly state otherwise, our rates and any estimates of cost do not include any amount in respect of the goods and services tax or similar taxes (GST). These rates and estimates should be read as "plus any applicable GST" and are subject to change to take account of any GST imposed on supplies we make.

9.4.2 If we incur expenses for which you must reimburse us, we will not pass on to you any GST included in those expenses to the extent we are entitled to a tax credit for the GST.

9.5. Foreign Exchange

In the event that it is necessary to convert any amounts from any given currency to another, we will effect such conversion at the material time at the rate of exchange then prevailing as provided by our bankers or from any reasonable reference source as is in our discretion.

10. LITIGIOUS PROCEEDINGS / COURT FEES / COSTS ORDERED

10.1. Court of Jurisdiction

10.1.1 If your matter involves a suit in the Courts of Singapore, do note that generally where the value of the subject-matter of proceedings is (a) below S$60,000, the matter will be brought in the Magistrates' Court, (b) between S$60,000 and S$250,000, the matter will be brought in the State Courts; and (iii) exceeds S$250,000, the matter will be brought in the High Court. Depending on the subject-matter of proceedings, the monetary jurisdiction of the various Courts may not apply and proceedings may be brought in the appropriate Court having jurisdiction of the subject matter.

10.1.2 The bringing of proceedings in each level of Court will result in the corresponding level of hearing and legal fees appropriate to the said Court and which are applicable from time to time.

10.2. Hearing Fees / Security for Costs

10.2.1 When a matter is set down for trial or arbitration is commenced, it will be necessary to pay hearing fees / arbitrator's fees to the Court / tribunal depending on the number of days of trial

/ value of the dispute. We will ask you to pay this fee directly to the Court / arbitral tribunal.

10.2.2 Depending on the circumstances, you may be required to furnish security for costs (whether to the other party or not) prior to or before proceeding onwards with the matter. In the event that security is required or ordered, you will need to furnish the same either directly to Court or to us or by way of the appropriate form of security / guarantee as required by the Court / arbitral tribunal.

10.3. Costs Ordered

10.3.1 In the course of proceedings in Court or arbitration, costs may be ordered to be paid by one party to the other during ongoing proceedings or upon the conclusion of the proceedings depending on various factors. In the event that you are ordered to pay another party's costs, we may require you to do so directly or to furnish us with funds to account of the same.

10.3.2 We are required to draw to your attention that:

(a) you will be personally responsible for payment to us of our legal fees, disbursements and GST in full whether or not you succeed in your matter and whether or not the Court or arbitral tribunal makes an order that your opponent pay your legal fees;

(b) in the event that you are unsuccessful in the litigation / dispute, you will be ordered to pay your opponent's legal fees in an amount to be determined by the Court / arbitral tribunal. You will have to pay these legal fees in addition to the legal fees due to us; and

(c) even if you succeed in the litigation / dispute and the Court / arbitral tribunal orders your opponent to pay your legal fees, you opponent may not be ordered to pay the full amount of the legal fees actually payable by you to us, and your opponent may not in fact be capable of paying what has been ordered against him.

10.4. Damages / Orders

In the event that you succeed in the litigation / dispute and damages or other orders are made against your opponent in your favour, your opponent may not in fact be capable of paying / performing or willing to pay / perform what has been ordered against him, and it may be necessary for you to enforce the same against him. Unless expressly stated otherwise in our letter of engagement, fees and disbursements of enforcement proceedings are not included in our quote.

11. BILLS

11.1. Issue of Bills

11.1.1 We normally issue bills periodically (monthly or quarterly) and on completion of your matter. In the event that the work entrusted to us involves the incurrence of an inordinate amount of work or disbursements at any given time, we will bill from time to time on an interim basis.

11.1.2 All bills are rendered on an errors and omissions excepted (E&OE) basis.

11.1.3 We reserve the right after our final invoice is sent on your matter to issue a further invoice for any disbursements incurred by us which were omitted from that invoice.

11.1.4 Unless otherwise agreed, we will send our bills to the person to whom the engagement letter or email quotation is addressed.

11.2. Payment of Bills

Our bills are to be paid within 14 days of the date of the bill.

11.3. Deposit to Clients' Account for Fees and Expenses

11.3.1 We may ask you to pay us an amount to enable payment of expenses, or to provide security for them and our fees. In that case we will assume, on receipt of your payment, your authority to hold and deal with the same in the manner set out herein and draw on the money paid for our fees and expenses as they become due.

11.3.2 As your matter progresses, we reserve the right to ask for further deposits from you of a quantum commensurate with the anticipated professional fees and disbursements at that stage of the matter. If such a further deposit is requested, remittance of that deposit will be a condition of our continuing to act for you.

11.3.3 We will hold and be entitled to deal with all deposits in the following manner:

(a) we will hold all deposits remitted to us in our client account for your benefit;

(b) unless you give us specific instructions, it shall be in our discretion whether or not to place such monies on interest-bearing deposit;

(c) we are entitled (but shall not be obliged) to set off the monies standing to your credit in our client account and any interest accrued thereon against legal fees and disbursements due to us. We will not, however, effect any set-off against our legal fees and disbursements unless we have rendered a bill to you or other written note of costs and notified you in writing to your last known address of our intention to effect the set-off and carry out the set off within two (2) days of our bill or note to you. For the purpose of exercising such set-off, we shall have the right to uplift any of your monies placed on interest-bearing deposit by us, whether at or prior to the time of maturity of the deposit and regardless of any penalty which may be imposed for early withdrawal;

(d) you will not be entitled to demand that we account for payment of our interim bills to you from the monies standing to your credit in our client account and any interest accrued thereon, though we may do so in our discretion. Where we choose not to exercise our right to set off or to draw on the same towards our interim bills for legal fees and disbursements in any ongoing matter, we will hold the same as continuing security until the conclusion of your matter with us and our rendering of a final bill to you.

11.4. Unpaid Bills

11.4.1 If you fail to pay our bills, we may:-

(a) choose not to perform any further work for you until all bills are paid in full;

(b) retain custody of your papers, documents or files until all bills are paid in full; and

(c) charge interest on any amount outstanding 30 days after the date for payment of the bill at the lower of:-

(1) the rate prescribed by law; and

(2) our overdraft rate at the date of the bill plus 1%.

11.4.2 In the event that our bills are unpaid for a significant period of time and we are forced to recover the same through legal proceedings against you, you will indemnify us in respect of our costs and expenses of recovery, including in respect of legal costs, on an indemnity basis.

11.5. Third Parties

You must pay our bills whether or not:

(a) you have a right of indemnity or recovery from a third party;

(b) any third party seeks an assessment of any of our bills; or

(c) you receive any amount from a third party.

11.6. Conclusiveness of Bills

If you have any queries on our bills, you should raise these queries with us immediately. After 14 days, the invoiced amount will be conclusive as to the professional fees and disbursements (if applicable) incurred.

11.7. Taxation of Bills

11.7.1 In accordance with the prevailing professional practice guidelines, do note that if any dispute arises on a bill or any query is raised in respect of any bill in a contentious or non-contentious matter, both you and our firm have a right to apply to the Singapore Courts to have the bill taxed or to review the fee agreement between us, subject to sections 111 to 113 of the Legal Profession Act 1966 in the event that a consensual resolution of the same cannot be arrived at.

11.7.2 In a case where you consent to taxation or the same is ordered by the Singapore Courts, we are obliged to and do hereby draw your attention to Order 21 Rule 23(4)-(5) of the Rules of Court 2021 of Singapore, in particular that:

(a) the delivery of a bill of costs by a solicitor to solicitor's client does not preclude the solicitor from presenting a bill for a larger amount or otherwise for assessment, if assessment is ordered by the Court or is consented to by the solicitor and the solicitor's client; and

(b) upon an assessment mentioned in paragraph (a), the solicitor is entitled to such amount as is allowed by the Registrar, although such amount may be more than that claimed in any previous bill of costs delivered to the solicitor's client.

12. RETENTION OF YOUR DOCUMENTS

Within six (6) months of the completion of the matter, if you do not retrieve your papers from us, we retain the right to archive your papers and/or to scan all documents and store the same in electronic storage media before destroying the originals. We retain the right to destroy all our files (hard and soft copy) seven (7) years after a matter is completed. If you retrieve your papers after we have archived the same, we reserve the right to bill you for archiving and retrieval of your papers. If you do not retrieve your papers within the stated period, we have your authority to destroy your papers along with the file.

13. ELECTRONIC COMMUNICATIONS

13.1 We may communicate with you electronically. Electronically transmitted information cannot be guaranteed to be secure or error free and it can be adversely affected or unsafe to use.

13.2 We are not liable to you in respect of any loss, damage, error or omission arising from or in connection with the electronic communication of information to or from you.

13.3 Please let us know if you do not want us to communicate electronically with you.

14. APPORTIONMENT AND LIMITATION OF LIABILITY

14.1. Limitation of liability in relation to other Professionals / Advisers / Third Parties

(a) In some cases, your matter may be dealt with by several professionals advising you (other than our firm) and you may have made arrangements with such advisers to limit their liability to you. To the extent that we would otherwise be jointly and severally liable with such other advisers for any claim, you agree that our position to you will not be adversely affected by any limitation of such other advisers' potential liability. Specifically, our liability to you will not exceed the net amount for which we would have been liable after deducting the amount for which the other advisers would have been liable to you or to us in contribution proceedings if a limitation of their liability had not been agreed with you.

(b) If we engage third parties or other professionals to provide any services to you in connection with your matter, we shall not be liable in respect of any advice given or work undertaken by them (regardless of whether such persons were introduced by us or not).

14.2. Limitation of our liability to you

To the fullest extent permitted by law, you agree that:

(a) to the extent that any loss or damage suffered by you is attributable to fault, negligence, or lack of care on your part or on the part of any person for whom you are responsible, we (and our partners and employees) are not liable (in tort, contract or otherwise) for the loss or damage;

(b) we will not be liable to you in any event whatsoever for any special, consequential or indirect loss such as (but not limited to) loss of profits or loss of business opportunity;

(c) unless:

(1) expressly provided for otherwise in our letter of engagement, or

(2) arising from our fraud or reckless disregard of our professional obligations, or

(3) (in the case of contentious business alone) our negligence,

the maximum extent of our liability for any one claim or series of connected claims (howsoever caused) shall not exceed S$1 million (or the amount in any foreign currency equivalent thereto).

15. RESPONSIBILITY FOR ADVICE

15.1 We are a limited liability company incorporated in Singapore.

15.2 All advice and services to you are provided by and the engagement is entered into with the firm, *i.e.* **OON & BAZUL LLC**, and the firm alone will be responsible for the performance of the engagement in relation to all advice and services.

15.3 To the fullest extent permitted by law and regulation, no individual who is a partner, member, employee of or consultant to the firm accepts or assumes any personal responsibility to you or to anyone else for advice and services provided to you, whether or not that individual is described as or carries the title of "partner", "director", "manager" or any other similar expression.

15.4 You agree (to the extent that such agreement is enforceable under applicable laws and regulations) that you will not bring any claim in connection with any advice or services provided to you by us against any partner, member, employee of or consultant to the firm. This will not however limit or exclude the liability of the firm itself, subject to such other terms as set out in these terms of engagement.

16. CHANGES TO THESE TERMS

We may, with one (1) month's written notice to you, modify these terms from time to time to reflect our current practice and/or changes to professional and other regulatory requirements which we are obliged to meet.

17. TERMINATION OF THIS AGREEMENT

17.1. Our Right to Terminate this Agreement

17.1.1 Subject to any legal or professional conduct or practice rule or requirement to the contrary, we may terminate this agreement if any of the following circumstances occur:-

(a) you fail to pay our bills / provide us with the necessary deposits to account within the time specified in the accounts;

(b) you fail to provide us with adequate instructions;

(c) your instructions involve bringing proceedings against, or acting contrary to the interests of, another client or former client of the firm;

(d) a conflict of interest has arisen or it is not appropriate or lawful for us to continue to act for you;

(e) for or on any of the grounds set out in Rule 42 of the Law Society's Professional Conduct Rules;

(f) you fail to abide by any term or condition of the engagement or this agreement;

(g) for any other just cause.

17.1.2 We will give you reasonable notice of our intention to terminate this agreement. You will be required to pay our charges for work done, and for any expenses incurred up to the date of termination.

17.1.3 Subject to any professional conduct rule or order to the contrary, we are entitled to retain possession of your papers and documents by way of lien while there is money owing to us for our fees and expenses.

17.1.4 In the event you decide to appoint a new law firm to represent you in your matter, we will as required by the Law Society's Rules release all documents to them only upon receipt of an undertaking from your new lawyers to protect our right over your documents handed over to them for outstanding fees and expenses.

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17.2. Your Right to Terminate this Agreement

You may terminate this agreement in writing at any time.

17.3. Consequences of Termination

If either you or we terminate this agreement, our obligations to perform the matters in it come to an end immediately. All other terms of this agreement remain in force.

18. SEVERABILITY

Each of the terms of the engagement letter or email quotation and these terms of engagement are severable and distinct. If any provision, term or condition of the engagement letter or email quotation or these terms of engagement are invalid, illegal or unenforceable in any respect (whether wholly or in part) under any law, rule or regulation, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions, terms or conditions, and the engagement letter or email quotation and these terms of engagement shall be construed as if such invalid or illegal or unenforceable provisions (or part thereof to the extent that the same are invalid, illegal or unenforceable) had never been contained herein.

19. ACKNOWLEDGMENT

The terms of the engagement letter or email quotation and these terms of engagement including (but not limited specifically to) those provisions which limit our liability to you in respect of loss, damage or claims affect the amount of professional fees that we charge to you for the services provided; without the same, we may not have priced our services to you at the same level or otherwise agreed to enter into an engagement with you. Our engagement is thus entered into and our services are provided on the basis that you expressly acknowledge (and are deemed to have done so) that you have read, understood and accepted each of the terms, conditions and provisions of our engagement, that you have had the opportunity and benefit of independent legal advice before entering into this engagement, and that you expressly accept that the terms, conditions and provisions of our engagement are in every circumstance fair and reasonable.

20. LAW & JURISDICTION

20.1. Law:

The engagement letter or email quotation and these terms of engagement are subject to Singapore law.

20.2. Dispute Resolution:

(a) Disputes arising out of or in connection with:

(1) any dispute on the amount of any costs or any bill rendered by us for services provided to you shall first be negotiated between us. In the event that this should fail to resolve the dispute, the dispute shall next be referred for mediation through the Singapore Law Society's Cost Dispute Resolution scheme (or such similar scheme administered by the Singapore Law Society). In the event that parties fail to arrive at a settlement of the dispute through mediation, the dispute shall be finally resolved through the taxation of our costs or bill by the Singapore Court in accordance with the ordinary procedure applicable for the same from time to time;

(2) (save as provided in sub-paragraph (1) above) any services provided to you during our engagement or these terms of engagement, including any question involving its existence, validity or termination which cannot be settled through negotiation shall be referred for mediation administered by the Singapore Mediation Centre where parties shall in good faith try to resolve the matter. In the event that parties fail to resolve the matter through mediation, the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in these terms.

The Tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC.

The language of the arbitration shall be English and the arbitral award shall be final and binding on the parties.

(b) For the removal of doubt, a failure by you to pay on our bills and invoices absent a genuine dispute or manifest error in respect of the amount of any costs or any bill rendered shall not be a dispute requiring resolution through mediation or arbitration in the manner set out above, in which respect we reserve our right for our sole benefit and in our sole discretion to:

(1) commence such legal proceedings (including the commencement of court proceedings in a competent court of any jurisdiction) to recover or enforce on the payment of our bills and invoices as we deem necessary;

(2) give notice to you and commence arbitration proceedings against you in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in these terms.

The Tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC.

The language of the arbitration shall be English and the arbitral award shall be final and binding on the parties.

(c) All disputes and the resolution of such disputes (whether conducted through arbitration or otherwise) shall be strictly confidential between the parties.

(d) You expressly acknowledge that your acceptance of these terms and conditions of engagement constitute your irrevocable submission to:

(1) the jurisdiction of the Singapore courts,

(2) the jurisdiction of any courts in any jurisdiction in which we bring court proceedings against you, and/or

(3) the jurisdiction of the arbitral tribunal constituted,

(as the case may be) for the purposes of any proceedings (whether conducted through arbitration or otherwise) commenced by us against you and you expressly and irrevocably waive in our favour any objection on the basis of appropriate forum or jurisdiction that you may have to any such proceedings being brought against you by us in respect thereof.

(e) If any court or mediation or arbitration documents, including but not limited to any originating claim or request for mediation or notice of arbitration, need to be served on you, you agree that they may be served on you by way of electronic mail to your known electronic mail address(es) and that this shall constitute good and effective personal service or ordinary service (as the case may be) of such documents regardless of whether you are ordinarily resident in Singapore.

20.3. Third Party Rights:

A person who is not a party to this engagement has no right to enjoy any of the benefits of the same under the Contracts (Rights of Third Parties) Act 2001.

21. GOVERNING LANGUAGE

The engagement letter or email quotation and/or these terms of engagement may for your convenience be translated into or interpreted in a language other than English. In the event that there is any inconsistency or discrepancy between the English version and any other translation of the engagement letter or email quotation or these terms of engagement, the English version shall prevail and shall be applied accordingly.

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