IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC.,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	
	§	

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF DEBEVOISE & PLIMPTON LLP AS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF THE PETITION DATE

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT HTTPS://ECF.TXSB.USCOURTS.GOV/ WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") hereby file this application seeking entry of an order (the "**Order**"), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Debevoise & Plimpton LLP ("**Debevoise**") as counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. effective as of May 17, 2026 (the "**Petition Date**"). In support of this

1. The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/bitcoindepot. The location of the Debtors' corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

Application, the Debtors submit the *Declaration of Erica S. Weisgerber in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Debevoise & Plimpton LLP as Counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of the Petition Date*, attached hereto as **Exhibit B** (the "**Weisgerber Declaration**"), and the *Declaration of Ivona Smith in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Debevoise & Plimpton LLP as Counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of the Petition Date*, attached hereto as **Exhibit C** (the "**Smith Declaration**"), and respectfully submit the following:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). 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 Application 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 is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a), 329 and 330 of title 11 of the United States Code (the "**Bankruptcy Code**"), Bankruptcy Rules 2014 and 2016, rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Local Rules**") and the Procedures for Complex Cases in the Southern District of Texas (the "**Complex Case Procedures**").

Background

4. Bitcoin Depot Inc. and its Debtor and non-Debtor subsidiaries (collectively, the "**Company**") owned and operated the largest network of Bitcoin kiosks across North America, providing users with a simple, efficient, and intuitive means of converting cash into Bitcoin. The Company operated a portfolio of approximately 9,700 kiosks deployed in retailer locations throughout the United States, Canada, and Australia, and also offers BDCheckout, a product accepted at approximately 16,300 retail locations that enables users to load cash into their accounts at the checkout counter and then use those funds to purchase Bitcoin. The Company is headquartered in Sandy Springs, Georgia, with additional corporate offices in Ottawa, Ontario, Canada.

5. On the Petition Date, the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**"). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no request for the appointment of a trustee or examiner has been made. On May 28, 2026, the Office of the United States Trustee (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Committee**"). *See The United States Trustee's Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 101].

6. As discussed in the *Declaration of Thomas Studebaker in Support of the Chapter 11 Petitions and First Day Motions* [Docket No. 23] (the "**First Day Declaration**"), prior to the Petition Date, the board of directors of Bitcoin Depot, Inc. (the "**Board**") authorized the formation of a disinterested special committee of the Board (the "**Restructuring Committee**"), consisting of Mr. Alex Holmes and Ms. Ivona Smith.

7. The Board further authorized the creation of an investigation subcommittee (the "**Investigation Subcommittee**"), a subcommittee of the Restructuring Committee, comprised solely of Ms. Smith. The Investigation Subcommittee was vested with the authority to investigate, evaluate, and advise the Board regarding any potential claims, causes of action, or other estate assets that may exist for the benefit of the Debtors and their stakeholders, including, without limitation, potential claims or causes of action against, among others, current or former officers, directors, insiders, or third parties.

8. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration and incorporated herein by reference.[2]

Relief Requested

9. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Debevoise as counsel to the Investigation Subcommittee effective as of the Petition Date in accordance with this Application and the terms and conditions set forth in the engagement letter between the Investigation Subcommittee and Debevoise (the "**Engagement Letter**"), a copy of which is attached as Exhibit 1 to the Order and incorporated herein by reference.

Debevoise's Qualifications

10. The Investigation Subcommittee has selected Debevoise as its attorneys because of the firm's extensive experience and knowledge in both corporate restructuring work and litigation and, in particular, because of Debevoise's recognized expertise related to corporate investigations

2. Capitalized terms used but not otherwise defined in this Application shall have the meanings set forth in the First Day Declaration.

and internal investigations on behalf of special committees, boards of directors and fiduciaries. Debevoise also has extensive expertise, experience, and knowledge practicing before bankruptcy courts.

11. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex chapter 11 cases representing debtors and other major parties in interest, including, among others, *In re Tonopah Solar Energy, LLC*, No. 26-10060 (JKS) (Bankr. D. Del. Mar. 17, 2026); *In re Spirit Aviation Holdings, Inc., et al.,* No. 25-11897 (SHL) (Bankr. S.D.N.Y. Nov. 3, 2025); *In re CCA Construction, Inc.,* No. 24-22548 (CMG) (Bankr. D.N.J. Feb. 7, 2025); *In re Spirit Airlines, Inc.,* No. 24-11988 (SHL) (Bankr. S.D.N.Y. Dec. 18, 2024); *In re AIG Financial Products Corp*., No. 22-11309 (MFW) (Bankr. D. Del. Jan 30, 2023); *In re Philippine Airlines, Inc.,* No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021); *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020); *In re David's Bridal, Inc.,* No. 18-12635 (LSS) (Bankr. D. Del. Nov. 19, 2018); *In re La Paloma Generating Co. LLC*, No. 16-12700 (CSS) (Bankr. D. Del. Dec. 6, 2016); *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. N.D. Tex. July 14, 2016); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015); *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2012).

12. The Debtors believe that Debevoise is both well-qualified and able to represent the Investigation Subcommittee in these Chapter 11 Cases in light of its background representing other clients in similar matters. Since its engagement, Debevoise has become familiar with the Debtors' business, their financial affairs, and management, and commenced advising the Investigation Subcommittee in connection with its pending investigation. Should the Investigation Subcommittee be required to retain primary counsel other than Debevoise in connection with these Chapter 11 Cases, the Investigation Subcommittee will need to find, educate, and integrate new

counsel, and expend significant resources in doing so, rather than devoting its time and focus to the exercise of its Investigation Subcommittee powers. Retaining Debevoise will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and provide valuable assistance in these Chapter 11 Cases. .

Services to be Provided

13. The Debtors anticipate that Debevoise will, among other things, provide legal advice and representation to the Debtors on behalf of the Investigation Subcommittee in the investigation and evaluation of whether the Debtors hold any valuable claims or causes of action, including, without limitation, claims or causes of action against, among others, current or former officers, directors, insiders, or third parties, and advise on the Investigation Subcommittee's role in evaluating an appropriate action with respect to any viable and valuable claims. Debevoise will also provide any other legal services necessary for the Investigation Subcommittee to fulfill its mandate.

Professional Compensation

14. Subject to the Court's approval, Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with these Chapter 11 Cases, in both cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. Debevoise also intends to make a reasonable effort to comply with the *U.S. Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "**U.S. Trustee Guidelines**"). The hourly rates and corresponding rate structure Debevoise will use in these Chapter 11 Cases are consistent with the hourly rates

and corresponding rate structure that Debevoise uses in other restructuring matters, as well as in similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

15. Debevoise has informed the Debtors that, subject to the Court's approval, it will bill at its standard hourly rates:

Billing Category	USD Rates
Partners	$2,230 – 2,880
Counsel	$1,870 – 2,375
Associates	$980 – 1,840
Paraprofessionals	$540 – 805

16. Debevoise's hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. The Debtors believe that these rates are consistent with market rates for comparable services and are informed that Debevoise periodically changes these rates in the ordinary course of business. Debevoise will inform the Debtors in advance of any such adjustments to its existing rate structure, and the Debtors have been advised by Debevoise that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." *ABA Comm. on Ethics & Prof'l Responsibility, Formal Op*. 458 (2011).

17. It is Debevoise's policy to charge its clients in all areas of practice for certain expenses incurred in connection with an engagement. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees,

postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for "working meals."

18. It is the Debtors' understanding that Debevoise will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses in accordance with any procedural order entered by this Court.

19. As set forth in the Weisgerber Declaration pursuant to Bankruptcy Rule 2016(b), Debevoise has not shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with another party or person, other than with the partners, counsel, associates and contract attorneys associated with Debevoise or (b) any compensation another person or party has received or may receive.

20. Debevoise did not receive any payments from the Debtors prior to the Petition Date. As of the Petition Date, the Debtors did not owe Debevoise any amounts for legal services rendered before the Petition Date.

Debevoise's Disinterestedness

21. To the best of the Debtors' knowledge, and except as disclosed herein and in the Weisgerber Declaration: (a) Debevoise has no connection to the Debtors, their creditors or their related parties except as disclosed in the Weisgerber Declaration; (b) Debevoise is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and (c) Debevoise does not hold or represent an interest adverse to the Debtors.

22. Debevoise has informed the Debtors that Debevoise will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered

or arise, Debevoise will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

No Duplication of Services

23. The Debtors submit that the services performed by Debevoise on behalf of the Investigation Subcommittee will not duplicate or overlap with the services performed by other retained consultants and advisors. In addition, by separate application filed contemporaneously herewith, the Debtors are seeking to employ Shannon Lee Beatty LLP ("**SLB**") as local and conflicts counsel to the Investigation Subcommittee. The Debtors have engaged Vinson & Elkins LLP ("**V&E**") as general restructuring counsel in these Chapter 11 Cases. Given the distinct nature of the Investigation Subcommittee's mandate, which is focused on the investigation and evaluation of potential estate claims and causes of action, the services to be rendered by Debevoise are separate and apart from those to be provided by SLB, V&E or any other professionals retained by the Debtors. As set forth in the Weisgerber Declaration, Debevoise will use reasonable efforts to work cooperatively with the Investigation Subcommittee and the other advisors to avoid duplication of services provided by the Debtors' retained professionals.

Basis for Relief Requested

24. Section 327(a) of the Bankruptcy Code provides that a debtor in possession, subject to Court approval:

> [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

22. Moreover, section 1107(b) of the Bankruptcy Code provides that a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession

solely because of such person's employment by or representation of the debtor before the commencement of the case. *See* 11 U.S.C. § 1107(b).

23. Bankruptcy Rule 2014(a) requires that a retention application include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

FED. R. BANKR. P. 2014.

24. Local Rule 2014-1 supplements the requirements of Bankruptcy Rule 2014. In this district, an application to employ an attorney for the debtor must have the statements required by Bankruptcy Rule 2016(b) and section 329(a) of the Bankruptcy Code. These statements must describe (a) the compensation agreed to be paid or paid to the debtor in connection with the case, (b) the course of the compensation, and (c) whether the attorney has shared or agreed to share the compensation with any other entity. *See* 11 U.S.C. § 329(a); Fed. R. Bankr. P. 2016(b).

25. The Debtors submit that for all the reasons stated herein and in the Weisgerber Declaration, the retention and employment of Debevoise as the Investigation Subcommittee's counsel pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a) is warranted.

A. Debevoise's Retention Is Necessary and Is in the Best Interests of the Debtors' Estates.

26. The Debtors submit, in light of Debevoise's restructuring experience and its familiarity with the matters within the Investigation Subcommittee's purview, Debevoise's immediate retention as Investigation Subcommittee's counsel in these Chapter 11 Cases is both necessary and in the best interests of the Debtors' estates. Indeed, if the Investigation Subcommittee were required to retain different counsel to replace Debevoise, the Investigation

Subcommittee would need to locate, educate, and integrate new counsel and expend significant resources in doing so, wasting its time and distracting its focus during these Chapter 11 Cases. In addition, the Debtors' selection of Debevoise and the timeline of these Chapter 11 Cases necessitated that Debevoise immediately commence work on time-sensitive matters and promptly devote resources to the Chapter 11 Cases pending submission and approval of this Application. Thus, retaining Debevoise will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and will assist the Investigation Subcommittee in fulfilling its duties and mandate for the benefit of the Debtors' estates.

B. Debevoise Neither Holds nor Represents any Interest Adverse to the Debtors' Estates and is a "Disinterested Person" within the Meaning of Section 101(14) of the Bankruptcy Code.

27. To the best of the Debtors' knowledge, and except as disclosed herein and in the Weisgerber Declaration, Debevoise: (a) has no connection to the Debtors, their creditors, or other parties in interest; (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and (c) does not represent, and does not hold, any interest adverse to the Debtors' estates.

28. If new or additional relationships are discovered or arise, Debevoise will use reasonable efforts to identify them and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

<u>Notice</u>

29. Notice of this Application has been provided by delivery to: (a) the U.S. Trustee; (b) Alston & Bird, as counsel to the Term Loan Agent; (c) Willkie Farr & Gallagher LLP, as counsel to the Committee; (d) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002; (f) the Securities and Exchange Commission; (g) the Internal

Revenue Service; and (h) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules. In light of the nature of the relief requested in this Application, the Debtors submit that no further notice is necessary.

No Prior Request

No prior application for the relief requested herein has been made to this Court or any other court.

Prayer

The Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the retention and employment of Debevoise as attorneys effective as of the Petition Date, (b) approving the terms of the Engagement Letter, and (c) grant such other and further relief as is just and proper.

Dated: June 9, 2026

/s/ Thomas Studebaker
Thomas Studebaker
Chief Restructuring Officer
Bitcoin Depot Inc.

Certificate of Service

I certify that on June 9, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on all counsel of record who are deemed to have consented to electronic service.

/s/ Sara Zoglman

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC., *et al.*,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	
	§	**Re: Dkt. No. ___**

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF DEBEVOISE & PLIMPTON LLP AS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "**Application**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for the entry of an order (this "**Order**") authorizing the retention and employment of Debevoise & Plimpton LLP ("**Debevoise**") as counsel to the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. (the "**Investigation Subcommittee**") effective as of the Petition Date; and the Court having reviewed the Application, the Weisgerber Declaration, and the Smith Declaration; and the Court having jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. § 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on

[1] The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/bitcoindepot. The location of the Debtors' corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

the representations made in the Application and in the Weisgerber Declaration that Debevoise's employment is in the best interests of the Debtors' estates and that Debevoise (a) has no connection to the Debtors, their creditors, or other parties in interest except as set forth in the Weisgerber Declaration, (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, and (c) does not represent, and does not hold, any interest adverse to the Debtors' estates; and the Court having found that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Application after having given due deliberation upon the Application and all of the proceedings had before the Court in connection with the Application, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors on behalf of the Investigation Subcommittee are authorized to retain and employ Debevoise as its counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application, the Weisgerber Declaration, and that certain engagement letter attached hereto as Exhibit 1 (the "**Engagement Letter**"), as modified by this Order.

3. Debevoise shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these 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. For billing purposes, Debevoise will keep time records in one-tenth of an hour increments. Debevoise shall also 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* in connection with interim and final fee applications to be filed by Debevoise in these Chapter 11 Cases.

4. Debevoise shall provide ten business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Committee before any increases in the rates set forth in the Application or the Engagement Letter 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.

5. Debevoise shall use its reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these Chapter 11 Cases.

6. To the extent there is any conflict between this Order and the Application, the Engagement Letter, or the Weisgerber Declaration, the terms of this Order shall control.

7. Debevoise shall not charge a markup to the Debtors with respect to fees billed by any contract attorneys who are hired by Debevoise to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Debevoise shall review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notwithstanding anything to the contrary in the Application, Debevoise shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. The Debtors, the Investigation Subcommittee and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: ________________, 2026
Houston, Texas

____
THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

Debevoise & Plimpton

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION

May 17, 2026

Ivona Smith
Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc.
410 Park Avenue, Suite 900
New York, New York 10022
ismith@drivetrainllc.com

Dear Ms. Smith:

We are delighted to confirm the engagement of Debevoise & Plimpton LLP to act as special counsel to the investigation subcommittee of the restructuring committee of Bitcoin Depot Inc. ("Client" or "Investigation Committee"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter.

1. Scope of Engagement

Client has engaged us to represent it in connection with any matters within the Investigation Committee's mandate, including, but not limited to, a potential restructuring transaction, including in possible chapter 11 cases of Bitcoin Depot Inc. and certain of its affiliated debtors and debtors in possession (together, the "Debtors" and the matter referred to herein the "Matter"). In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

The Client shall direct our work in this Matter and shall control any attorney-client, work product, or other privilege or protection from disclosure in connection with the Matter. The directors, officers, or employees of the Debtors shall not access the work or privileged material of Debevoise, except as permitted by the Client. If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

We understand that the Debtors have engaged Vinson & Elkins LLP ("V&E") as general restructuring counsel. Given the scope of this engagement, the services rendered and functions performed by Debevoise will not be duplicative of work performed by V&E or any other professionals engaged by the Debtors.

2. Staffing

As discussed, I will lead our firm's work on this Matter. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this Matter range from $ 980 per hour for our newest associates to $ 2,880 per hour for our most experienced partners. My current hourly rate is $ 2,540 per hour. Rates for project assistants, legal assistants and other support personnel range from $ 540 per hour to $ 805 per hour. These rates are subject to adjustment by the firm from time to time.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

Notwithstanding anything herein to the contrary, to the extent the Matter involves the Debtors filing for chapter 11, we agree to comply with the fee application process and guidelines for payment of fees and reimbursement of expenses imposed by law and any order of the Bankruptcy Court before which any of the chapter 11 cases of the Debtors and any affiliated debtors and debtors in possession are pending.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become the Debtors' competitors) in a variety of matters, including but not limited to mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, arbitrations and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates, including the Debtors. We may also be asked to seek discovery from Client or the Debtors or their respective affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, including the Debtors, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or the Debtors or one of their affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our representation of Client in the Matter described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation that is substantially related to our firm's work for Client.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations. We encourage Client to consult with its internal or other independent counsel regarding the foregoing waivers so that Client can fully consider the possible implications of our representation on the basis described in this letter. In agreeing to the terms of this engagement, Client agrees that it has had a reasonable opportunity to engage in such consultation.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract, or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the "parties"). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. <u>Terms of Engagement</u>

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this Matter or any other matter in which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to working with you on this important engagement.

Very truly yours,

Erica S. Weisgerber

ACCEPTED AND AGREED:

Investigation Committee

Ivona Smith

____
Ivona Smith

Debevoise & Plimpton

DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations, rules and policies. As part of the firm's responsibility for compliance with such laws, regulations, rules and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity, updated prior identifications, and/or otherwise ensure the firm's compliance with applicable laws, regulations, rules and policies from time to time.

2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

3 Conflicts check. To enable us to check for conflicts of interest, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

4 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law, regulation or rule; if consistent with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

5 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers and professional staff associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

6 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and

interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

7 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

8 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.

9 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.

10 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our invoices are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges. In the event that you are required by law to deduct an amount on account of tax or other liability from a payment to us, you will pay us an additional amount such that after deduction we receive the same amount we would have received had no deduction been required.

11 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid (or may be payable or be reimbursable) by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will (i) remain responsible for paying the difference, if any, between the amounts shown on our invoices and any amounts paid by the third party, (ii) be responsible for submitting any and all claims to any insurer(s) or other third parties, and (iii) not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.

12 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.

13 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at https://www.debevoise.com/footer/privacy. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any "consumer's personal information" as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

14 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called "cloud service providers") to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

15 Use of generative artificial intelligence (AI) tools. While representing Client, we may use generative AI tools to assist in various tasks including document review, legal research, preparation of pleadings or discovery materials, analysis, summarization, extraction and drafting. This technology enables us to provide our services to Client more efficiently than might otherwise be the case. For our work on Client matters, we will use only generative AI technology that is (1) entirely on our premises, not shared with any third party, and not connected to the Internet, or (2) provided by AI vendors with whom we have agreements intended to maintain the confidentiality and security of Client information. By entering into this Agreement with us, you acknowledge and agree to our use of generative AI tools under the conditions set forth in this paragraph.

16 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.

17 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.

18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to offer such a service, you agree to be bound by the "Terms of Use" found at https://extranet.debevoise.com/debevoise/termsOfUse.action, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees, contractors, or affiliates or our service providers liable for any damage relating to or arising out of the use of such a platform.

19 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our invoices are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end at the earliest of (a) completion of our legal services under this Agreement, (b) when the firm has performed no services for Client under this Agreement for a period of six months or longer, (c) at such time as

it reasonably appears that the need for our legal services in connection with the Matter has ended, or (d) at such time as legally required.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with any Matter for which the firm had been retained but for which we are no longer engaged.

20 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

21 Lien. If otherwise permissible under applicable law, we may exercise a lien over your files, *i.e.*, keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.

22 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm's representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.

23 Reporting. Applicable legislation places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering, terrorist financing, handling the proceeds of crime or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation, rule or order. If, while we are acting for you, it becomes necessary for us to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.

24 UK and European Union "DAC6" reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as "DAC6" rules), may require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involve the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the

rules apply to a Matter.

25 Beneficial ownership information reporting. Certain jurisdictions have legislation that requires certain corporate entities to report beneficial ownership information ("BOI") to a governmental or regulatory authority. For example, the U.S. Corporate Transparency Act may require reporting of BOI to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury, and the German Money Laundering Act (*Geldwäschegesetz*) may require reporting to the German Transparency Register. Upon request, and with our written agreement, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation, except to the extent required by applicable law, to update or correct any such reporting (such as to FinCEN or to the German Transparency Register) in the absence of a written agreement providing that we shall do so.

26 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.

27 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.

28 Proportional liability. In some of the jurisdictions where we provide services, your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair. Accordingly, to the extent permitted by applicable law or professional conduct rules, you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.

29 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for claims against us, including for breach of contract or negligence in respect of a Matter, to an amount specified in the relevant engagement letter.

30 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client's confidential information or secrets as defined by applicable professional conduct rules.

31 Partner Investments. The firm maintains a private investment vehicle through which it allows its partners (and potentially other firm personnel) to participate as limited partners in a fund that itself makes various investments. Some of those investments may from time to time consist of interests in investment funds or other vehicles sponsored by some of our clients, including investment funds or vehicles in connection with which our firm has provided or provides on-going legal services. Those investments may also consist of interests in funds or other vehicles that are sponsored by entities that may be counterparties in Matters in which we are representing you. The investments made by this private investment vehicle are passive and have no management or other control rights in the funds or other vehicles in which they invest. The firm believes that its judgment and the judgment of the partners or other personnel who participate as limited partners in this private investment vehicle will not be compromised by virtue of these investments. However, in some jurisdictions, there may be arguments that these investments create ethical conflicts of interest with regard to your interests. To the extent that any such ethical conflict of interest arises from these investments, you agree to waive any such conflict and not to seek to use any such conflict as a basis for disqualifying our firm (or any individual lawyers in our firm) from any representation.

32 Partners. We use the term "partner" to refer to individuals who are equity partners in Debevoise & Plimpton LLP, our New York registered limited liability partnership headquartered in New York, New York, as well as individuals who have similar positions in our affiliated entities and certain employees who are designated as partners based on their seniority and qualifications.

33 **Additional Terms Applicable When Services Are Provided by Debevoise London**

(a) Details of Debevoise London. Debevoise & Plimpton LLP in London ("Debevoise London"), whose office is at The Northcliffe, 28 Tudor Street, London EC4Y 0AY, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority under number 264277. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/ and https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/ respectively, apply to Debevoise London and to our lawyers and employees in London. The Bar Standards Board Code of Conduct at https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication also applies to our barristers. Debevoise London's VAT number is GB 524658924. The biographies of our lawyers can be accessed at https://www.debevoise.com/professionals.

(b) Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. If you are receiving services from Debevoise London, you may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.

(c) SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.

(d) Dispute resolution for services provided by Debevoise London. If you are at any time dissatisfied with the service you are receiving from us relating to services provided by Debevoise London, or with any of our invoices, or would like to discuss with us any aspect of a Matter or how our service to you could be improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our invoices under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement where services are provided by Debevoise London, or the provision by Debevoise London of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement relating to services provided by Debevoise London, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

34 **Additional Terms Applicable When Services Are Provided by Debevoise Shanghai**

(a) Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office ("Debevoise Shanghai") is located at 13/F Kerry Centre Tower One, 1515 Nanjing Road West, Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment.

Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai's services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for such assistance.

(b) Transfer of data beyond China. If you receive services from Debevoise Shanghai and wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that in the event that we transfer information from Debevoise Shanghai beyond China, Client will ultimately retain liability for any cross-border transfer of Client's data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

35 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.

36 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

37 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.

EXHIBIT B

Weisgerber Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC., *et al.*,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	
	§	

DECLARATION OF ERICA S. WEISGERBER
IN SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF DEBEVOISE & PLIMPTON LLP AS COUNSEL
FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING
COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF THE PETITION DATE

I, Erica S. Weisgerber, being duly sworn, state the following under penalty of perjury.

1. I am a partner in the law firm of Debevoise & Plimpton LLP ("**Debevoise**"), with an office at 66 Hudson Boulevard, New York, New York 10001. I am a member in good standing of the Bar of the State of New York, and I am admitted to practice before the United States District Court for the Southern District of New York; the United States District Court for the Eastern District of New York; the U.S. Court of Appeals for the Second Circuit; the U.S. Court of Appeals for the Third Circuit; the U.S. Court of Appeals for the Fifth Circuit; the U.S. Court of Appeals for the Tenth Circuit; and the U.S. Supreme Court. In addition, there are no disciplinary proceedings pending against me.

[1] The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/bitcoindepot. The location of the Debtors' corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

2. I submit this declaration (this "**Declaration**") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Debevoise & Plimpton LLP as Counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of the Petition Date* (the "**Application**")[2]. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Debevoise's Qualifications

3. Debevoise is pleased to have been selected by the investigation subcommittee (the "**Investigation Subcommittee**"), a subcommittee of the Restructuring Committee, as counsel. My understanding is that the selection was made because of the firm's extensive experience and knowledge both in corporate restructuring work and in litigation and, in particular, because of Debevoise's recognized expertise related to corporate investigations and internal investigations on behalf of special committees, boards of directors and fiduciaries. Debevoise has extensive expertise, experience and knowledge practicing before bankruptcy courts.

4. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex chapter 11 cases representing debtors and other major parties in interest, including, among others, *In re Tonopah Solar Energy, LLC*, No. 26-10060 (JKS) (Bankr. D. Del. Mar. 17, 2026); *In re Spirit Aviation Holdings, Inc., et al.,* No. 25-11897 (SHL) (Bankr. S.D.N.Y. Nov. 3, 2025); *In re CCA Construction, Inc.,* No. 24-22548 (CMG) (Bankr. D.N.J. Feb. 7, 2025); *In re Spirit Airlines, Inc.*, No. 24-11988 (SHL) (Bankr. S.D.N.Y. Dec 18, 2024); *In re AIG Financial Products Corp*., No. 22-11309 (MFW) (Bankr. D. Del. Jan 30, 2023); *In re Philippine Airlines, Inc.,* No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021); *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020); *In re David's Bridal, Inc.,*

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Application.

No. 18-12635 (LSS) (Bankr. D. Del. Nov. 19, 2018); *In re La Paloma Generating Co. LLC*, No. 16-12700 (CSS) (Bankr. D. Del. Dec. 6, 2016); *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. N.D. Tex. July 14, 2016); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015); *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Jan. 10, 2012).

5. Debevoise is both well-qualified and uniquely able to represent the Investigation Subcommittee in these Chapter 11 Cases in light of its background representing other clients in similar matters. Since its engagement, Debevoise has become familiar with the Debtors' business, their financial affairs, and management, and commenced advising the Investigation Subcommittee in connection with its pending investigation. Should the Investigation Subcommittee be required to retain primary counsel other than Debevoise in connection with these Chapter 11 Cases, the Investigation Subcommittee will need to find, educate, and integrate new counsel, and expend significant resources in doing so, rather than devoting its time and focus to the exercise of its Investigation Subcommittee powers.

<u>Services to be Provided</u>

6. As set forth in the Application, it is anticipated that Debevoise will, among other things, provide legal advice and representation to the Investigation Subcommittee in its investigation and evaluation of whether the Debtors hold any valuable claims or causes of action, including, without limitation, claims or causes of action against, among others, current or former officers, directors, insiders, or third parties, and advise on the Investigation Subcommittee's role in evaluating appropriate action respect to any viable and valuable claims. Debevoise will also provide any other legal services necessary for the Investigation Subcommittee to fulfill its mandate.

Professional Compensation

7. Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with these Chapter 11 Cases, in both cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further procedures and orders of the Court. In addition, Debevoise will make reasonable efforts to comply with the U.S. Trustee Guidelines. The hourly rates and corresponding rate structure Debevoise will use in these Chapter 11 Cases are consistent with the hourly rates and corresponding rate structure that Debevoise uses in other restructuring matters, whether in court or otherwise, regardless of whether a fee application is required. These rates reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

8. Debevoise has informed the Investigation Subcommittee that, subject to the Court's approval, it will bill at its standard hourly rates:

Billing Category	USD Rates
Partners	$2,230 – 2,880
Counsel	$1,870 – 2,375
Associates	$980 – 1,840
Paraprofessionals	$540 – 805

9. Debevoise's hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. I believe that these rates are consistent with market rates for comparable services, and I have informed the Investigation Subcommittee that Debevoise periodically changes these rates in the ordinary course of business. Debevoise will inform the Investigation Subcommittee in advance of any such adjustments to its existing rate structure, and the Investigation Subcommittee has been advised by Debevoise that,

pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." *ABA Comm. on Ethics & Prof'l Responsibility, Formal Op*. 458 (2011).

10. It is Debevoise's policy to charge its clients in all areas of practice for certain expenses incurred in connection with an engagement. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for "working meals."

11. No promises have been received by Debevoise or by any partner, counsel, or associate thereof as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Debevoise further states that pursuant to Bankruptcy Rule 2016(b), it has not shared, nor agreed to share, (a) any compensation it has received or may receive with another party or person, other than with the partners, counsel, associates and contract attorneys associated with Debevoise or (b) any compensation another person or party has received or may receive.

12. Debevoise did not receive any payments from the Debtors prior to the Petition Date. As of the Petition Date, the Debtors did not owe Debevoise any amounts for legal services rendered before the Petition Date.

Debevoise's Conflicts Check Procedures

13. In connection with its proposed retention by the Debtors on behalf of the Investigation Subcommittee in these Chapter 11 Cases, Debevoise undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Debevoise's conflicts check system is designed to

include every matter on which the firm is, or at one time was, retained, and in each instance, to include the identity of related and adverse parties. Debevoise regularly updates this system.[3]

14. In preparing this Declaration, I caused to be submitted for review by our conflicts check system the entities listed on the potential parties in interest list (collectively, the "**Conflict Check Parties**").[4] The Conflict Check Parties may change during the pendency of these Chapter 11 Cases. Accordingly, I will update this Declaration as necessary and when I become aware of material information.

15. The searches of Debevoise's conflicts check system conducted in connection with Debevoise's proposed retention generally date back at least seven years and are inclusive when names are incomplete or ambiguous. Where appropriate, general and specific inquiries were made of Debevoise personnel to ensure that any previous or current representation did not engender conflict with Debevoise's retention as counsel to the Investigation Subcommittee. Further, beyond these general and specific inquiries, Debevoise circulates a firm-wide report of new matters on a daily basis. All Debevoise attorneys are responsible for reviewing the daily report of new matters in addition to conducting their own conflict searches and raising any potential concerns with respect to new representations.

[*Remainder of page intentionally left blank*]

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3 The Debevoise conflicts check system is designed to be a single database that includes information from matters handled by its attorneys worldwide. Debevoise partners practicing in non-U.S. jurisdictions also may be partners in affiliated entities organized under local laws. There are no other equity owners of such other entities who are not partners of Debevoise, and such other entities are either engaged in the practice of law or are non-operating holding companies for entities engaged in the practice of law.

4 A list of the Conflict Check Parties is available upon reasonable request. Debevoise's inclusion of any Conflict Check Party is solely to illustrate Debevoise's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described therein.

16. The following is a list of the applicable categories of parties that Debevoise has searched in connection with its engagement in these Chapter 11 Cases:

(a) Debtors and Affiliates
(b) Current and Former Directors and Officers
(c) Current and Former Employees
(d) Current Shareholders
(e) Banks
(f) Benefit Providers
(g) Contract Counterparties
(h) Contractor
(i) Insurance Carriers
(j) Landlord
(k) Litigation Parties
(l) Non-Debtor Bankruptcy Professionals
(m) Ordinary Course Professionals
(n) Professionals
(o) Parties to Capital Leases
(p) Secured Creditors
(q) Top Unsecured Creditors
(r) Taxing and Regulatory Authorities
(s) UCC Lien Search
(t) Underwriters and Trustees
(u) Utilities
(v) Vendors
(w) Bankruptcy Judges and Court Staff for the Southern District of Texas
(x) United States Trustee's Office for the Southern District of Texas – Region 7

17. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Debevoise, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, the Investigation Subcommittee, or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except as disclosed or otherwise described herein.[5]

[5] Debevoise's review of certain categories of the Conflict Check Parties is still ongoing. Debevoise will supplement its disclosures as needed once it completes its review.

18. Out of an abundance of caution, **Schedule 1** attached hereto lists the parties in interest for whom Debevoise currently acts as counsel or acted as counsel during the last three years or for whose affiliates Debevoise currently acts as counsel or acted as counsel during the last three years[6]. **Schedule 1** has been compiled with the assistance of my colleagues at Debevoise who have reviewed conflict records and, to the best of my knowledge, this Schedule is accurate and complete. Debevoise does not, and will not, represent any of the entities set forth on **Schedule 1** in matters related to these Chapter 11 Cases.[7]

Debevoise's Connections with Parties in Interest

19. To the best of my knowledge, based on the review procedures described herein and based upon the connection-checking procedures performed to date, Debevoise does not have any "connection" to any parties in interest in these Chapter 11 Cases except as described in this Declaration, including the Schedules attached hereto. Neither the term "connection," as used in Bankruptcy Rule 2014, nor the proper scope of a professional's search for "connection," has been defined. Out of an abundance of caution, I am disclosing several representations or other relationships, which are not, to my understanding, disqualifying or problematic under either section 327(a) of the Bankruptcy Code or applicable standards of professional ethics.

20. Debevoise has previously, may currently and might in the future work with certain Debtors' professionals or those professionals retained by other parties in interest in these Chapter 11 Cases in connection with matters that are unrelated to the Debtors. In addition, certain Debevoise attorneys may have been formerly employed by, or otherwise affiliated with, parties in

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6 Open matters with no reported activity during the last three years have been treated as "closed" for purposes of **Schedule 1**.

7 As noted herein, the Investigation Subcommittee is also seeking to retain SLB as local and conflicts counsel. Thus, to the extent a conflict of interest with respect to a Conflict Check Party or another party in interest later identified in these Chapter 11 Cases should arise, SLB will advise the Investigation Subcommittee with respect to such party.

interest in these Chapter 11 Cases. Relatedly, certain Debevoise attorneys may maintain social and professional connections with parties in interest in these Chapter 11 Cases and/or their professionals. Debevoise believes such connections do not create an interest adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

21. Furthermore, as indicated in Schedule 1, Debevoise has represented and currently represents other Conflict Check Parties, along with other entities or individuals that may have business relationships with the Debtors, in connection with matters that are unrelated to the Debtors or to these Chapter 11 Cases. To the best of my knowledge, Debevoise has not represented, and will not represent, these entities or individuals, or any other parties in interest in these Chapter 11 Cases, in connection with any matters that would be adverse to the interests of the Debtors of their estates. Further, pursuant to section 327(a) of the Bankruptcy Code, Debevoise respectfully submits that none of the connections disclosed herein render Debevoise adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

22. None of the entities listed on Schedule 1 accounted for more than 1% of Debevoise's revenues for the twelve months ending June 1, 2026, except for StoneX Group, Inc and asset managers and funds associated with Kestra Private Wealth Services LLC, Consilio Inc. and Marshall Wace LLP. Debevoise will not appear in these Chapter 11 Cases on behalf of any entity other than the Investigation Subcommittee. Accordingly, Debevoise believes that its representation of these entities in matters unrelated to the Debtors does not create an interest adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

23. Debevoise's conflicts search of the Conflict Check Parties also reveals that certain of Debevoise's attorneys and paraprofessionals who previously worked at other law firms

represented certain Conflict Check Parties. Based on the results of the search thus far, to the best of my knowledge, none have worked on matters relating to these Chapter 11 Cases.

24. From time to time, Debevoise may have referred work to other professionals who may appear in these Chapter 11 Cases. Likewise, certain professionals that may appear in these Chapter 11 Cases may have referred work to Debevoise.

25. Certain insurance companies pay the legal bills of Debevoise clients. Some of these insurance companies may be involved in these Chapter 11 Cases. None of these insurance companies, however, are Debevoise clients as a result of the fact that they pay legal fees on behalf of Debevoise clients (although certain of the insurance companies may independently be clients of Debevoise, in which case, they would be covered by the conflict check disclosure procedures described herein).

26. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether any Debevoise attorneys currently hold any equity or debt securities of the Debtors. Based on the response to this inquiry, to the best of my knowledge, I do not believe that any Debevoise attorneys currently hold any equity or debt securities of the Debtors.

27. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether they have ever been employed by, or served as an officer or director, of the Debtors. Based on the response to this inquiry, to the best of my knowledge, I do not believe that any Debevoise attorney has ever been employed by, or served as an officer or director of, the Debtors.

28. Based on the conflicts search conducted to date and described in this Declaration, to the best of my knowledge, I am not related to and, to the best of my knowledge, no other attorney at Debevoise is related to, any United States Bankruptcy Judge for the Southern District of Texas,

the U.S. Trustee or any employee in the office of the U.S. Trustee. I note that Michael Godbe and Sara Weiss, associates with the firm, formerly worked at a law firm with the Honorable Christopher M. Lopez and/or Honorable Alfredo R. Perez before they were appointed to the bench, and may have worked together on matters unrelated to the Debtors.

29. Several Debevoise attorneys have met or worked with employees in the Office of the U.S. Trustee for Region 7 in the contexts of Debevoise's roles in other bankruptcy cases or have otherwise met or appeared before certain bankruptcy judges in the Southern District of Texas in connection with such bankruptcy cases, and as a result of such interactions have maintained ongoing professional relationships.

30. Debevoise will periodically review its files during the pendency of these Chapter 11 Cases to use its reasonable efforts to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise will use reasonable efforts to identify such further developments and will file a supplemental declaration as soon as practicable.

31. Based on the conflicts search and procedures conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, except as may be disclosed herein, Debevoise (a) has no connection to the Debtors, their creditors, or other parties in interest; and (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and (c) does not hold or represent an interest adverse to the Debtors' estates.

Statement Regarding the U.S. Trustee Guidelines

32. Debevoise will apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these 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. Debevoise 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 U.S. Trustee Guidelines, both in connection with the Application and in any fee applications to be filed by Debevoise in these Chapter 11 Cases.

33. The following is provided in response to the request for additional information set forth in ¶ D.1. of the U.S. Trustee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Debevoise has represented the Debtors on behalf of the Investigation Subcommittee since May 17, 2026.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: The Debtors approved Debevoise's projected budget and staffing plan consistent with the estimates included in the cash collateral budget. Projected fees may be greater than the budgeted amounts if certain contingencies occur, and in accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

New York, New York
Date: June 9, 2026

/s/ Erica S. Weisgerber
Erica S. Weisgerber

Schedule 1

Current and Former Clients

Party in Interest[1]	Relationship to Debtors	Relationship to Debevoise[2]
American Alternative Insurance Corporation	Insurance	Affiliate of Current Client
American Express National Bank	Benefits Provider	Affiliate of Current Client
Ascot Specialty Insurance Company	Insurance	Affiliate of Current Client
Associated Industries Insurance Company, Inc.	Insurance	Affiliate of Current Client
Baker Mckenzie LLP	Ordinary Course Professionals	Former Client
Bank of America, NA (Private Banking) / BofA Securities, Inc.	Current Shareholders	Current Client and Affiliate of Former Client
BlackRock Fund Advisors	Current Shareholders	Affiliate of Current Client
BNP Paribas Financial Markets	Current Shareholders	Affiliate of Current Client
Brex/Column N.A.	Banks	Affiliate of Current Client
BRG	Non-Debtor Bankruptcy Professionals	Current Client and Affiliate of Current Client
Canaccord Genuity Group, Inc.	Litigation Parties	Current Client
Canada Life Assurance	Benefits Provider	Affiliate of Current Client
Canada Pension Plan Investment Board	Current Shareholders	Current Client
Canada Revenue Authority	Taxing and Regulatory Authorities	Affiliate of Current Client
Carlton Fields LLP	Ordinary Course Professionals	Current Client

1 In certain instances, the precise identity of a party in interest was not readily ascertainable (*e.g.*, only a trade name or a portion of the name was known). Solely for purposes of this Declaration, and out of an abundance of caution, such party was treated as including affiliates and/or other entities bearing a similar name unless such potential party in interest was believed by Debevoise to be unrelated.

2 Where a party has been listed in this schedule as having a particular relationship to the debtors, such party is only listed once even if it also fits a separate category so as to avoid duplication.

Party in Interest[1]	Relationship to Debtors	Relationship to Debevoise[2]
Chevron U.S.A. Inc.	Litigation Parties	Represented Amici in Support of Chevron (Waleed Al-Qarqani v Chevron Corp. and Chevron U.S.A. Inc.)
City of Madison Treasurer	Taxing and Regulatory Authorities	Current Client Affiliate
Citigroup Global Markets, Inc. (Investment Management)	Current Shareholders	Current Client and Affiliate of Current Client
Commonwealth Bank	Banks	Current Client
Consilio Inc.	Top Unsecured Creditors	Current Client
Donnelley Financial LLC	Top Unsecured Creditors	Represent an Employee of Affiliate
Federal Insurance Company	Insurance	Co-party of Current Client
Federated MDTA LLC	Current Shareholders	Affiliate of Current Client
Fideuram Assets Management SGR SpA	Current Shareholders	Affiliate of Current Client
GardaWorld	Top Unsecured Creditors	Current Client
Glen Leibowitz	Current and Former Directors and Officers	Represent Non-Party Witness in the Same Litigation (SEC v. Glen Leibowitz)
Goldman Sachs & Co. LLC (Private Banking)	Current Shareholders	Current Client and Affiliate of Current Client
Great Northern Insurance Company	Insurance	Co-party of Current Client
Hartford	Insurance	Affiliate of Current Client
Jane Street Capital LLC	Current Shareholders	Current Client
JPMorgan Chase Bank, N.A.	Banks	Current Client and Affiliate of Current Client
JPMorgan Securities LLC (Investment Management)	Current Shareholders	Current Client and Affiliate of Current Client
Kestra Private Wealth Services LLC	Current Shareholders	Affiliate of Current Client
KPMG LLP	Ordinary Course Professionals	Current Client
Kroll	Professionals	Affiliate of Current Client

Party in Interest[1]	Relationship to Debtors	Relationship to Debevoise[2]
Kroll Canada Limited	Ordinary Course Professionals	Affiliate of Current Client
Latham & Watkins LLP	Top Unsecured Creditors	Current Client
LPL Financial LLC	Current Shareholders	Current Client
M&T Bank Corporation / M&T Bank	UCC Lien Search	Current Client
Marshall Wace LLP	Current Shareholders	Affiliate of Current Client
Merrill Lynch, Pierce, Fenner & Smith, Inc. (Invt Mgmt)	Current Shareholders	Affiliate of Current and Former Client
Millennium Management LLC	Current Shareholders	Affiliate of Current Client
Morgan Stanley & Co. LLC	Current Shareholders	Current Client and Affiliate of Current Client
National Union Fire Insurance Company of Pittsburg, PA	Insurance	Affiliate of Current Client
Northern Trust Investments, Inc. (Investment Management)	Current Shareholders	Current Client
Numeric Investors LLC	Current Shareholders	Affiliate of Former Client
Owl Creek Asset Management LP	Current Shareholders	Former Client
RBC Capital Markets LLC (Investment Management)	Current Shareholders	Current Client and Affiliate of Current Client
Renaissance Technologies LLC	Current Shareholders	Former Client
Rivkin Radler LLP	Ordinary Course Professionals	Former Client
Santander	Banks	Current Client
SSga Funds Management, Inc.	Current Shareholders	Affiliate of Current Client
StoneX Group, Inc. (Investment Management)	Current Shareholders	Current Client
The Northwestern Mutual Life Insurance Co. (Invt Port)	Current Shareholders	Current Client
The Vanguard Group, Inc.	Current Shareholders	Current Client
Two Sigma Advisers LP	Current Shareholders	Affiliate of Current Client
UBS Securities LLC	Current Shareholders	Affiliate of Current Client

Party in Interest[1]	**Relationship to Debtors**	**Relationship to Debevoise**[2]
Wells Fargo Clearing Services LLC	Current Shareholders	Affiliate of Current Client
XL Specialty Insurance Company	Insurance	Affiliate of Current Client

EXHIBIT C

Smith Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC.,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	
	§	

DECLARATION OF IVONA SMITH IN SUPPORT OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF DEBEVOISE & PLIMPTON LLP AS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF THE PETITION DATE

Pursuant to 28 U.S.C. § 1746, I, Ivona Smith, hereby declare as follows:

1. I am the sole member of the Investigation Subcommittee (the "**Investigation Subcommittee**"), a subcommittee of the Restructuring Committee of the Board of Directors of Bitcoin Depot Inc. (the "**Company**"). I submit this declaration (the "**Declaration**") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Debevoise & Plimpton LLP as Counsel to the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of the Petition Date* (the "**Application**").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Investigation Subcommittee's Selection of Counsel

2. The Investigation Subcommittee seeks to retain Debevoise as counsel because, among other reasons, (a) Debevoise possesses substantial experience conducting complex

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[1] The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/bitcoindepot. The location of the Debtors' corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to such terms in the Application.

investigations and advising independent directors, special committees, and fiduciaries; (b) Debevoise has extensive expertise evaluating potential claims and causes of action, including involving directors, officers, insiders, and other stakeholders; and (c) Debevoise is well-positioned to provide independent advice to the Investigation Subcommittee in connection with its mandate.

3. Based upon my review of Debevoise's qualifications, experience, and proposed engagement, I believe that Debevoise is highly qualified to represent the Investigation Subcommittee and to assist it in fulfilling its responsibilities and mandate. Accordingly, I believe that the retention of Debevoise is in the best interests of the Debtors' estates and their stakeholders.

Cost Supervision

4. The Investigation Subcommittee has reviewed Debevoise's proposed staffing and billing arrangements and understands the hourly rates that Debevoise will charge in connection with this engagement. The Investigation Subcommittee recognizes its responsibility to monitor professional fees and expenses and will review Debevoise's fee statements and staffing levels on an ongoing basis to ensure that fees and expenses remain appropriate in light of the scope and needs of the Investigation Subcommittee's work.

[*Remainder of page intentionally left blank*]

5. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 9, 2026

/s/ Ivona Smith
Ivona Smith
Sole Member of the Investigation Subcommittee
Bitcoin Depot Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC., *et al.*,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	
	§	**Re: Dkt. No. ___**

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF DEBEVOISE & PLIMPTON LLP AS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "**Application**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for the entry of an order (this "**Order**") authorizing the retention and employment of Debevoise & Plimpton LLP ("**Debevoise**") as counsel to the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. (the "**Investigation Subcommittee**") effective as of the Petition Date; and the Court having reviewed the Application, the Weisgerber Declaration, and the Smith Declaration; and the Court having jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. § 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on

1 The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/bitcoindepot. The location of the Debtors' corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

2 Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

the representations made in the Application and in the Weisgerber Declaration that Debevoise's employment is in the best interests of the Debtors' estates and that Debevoise (a) has no connection to the Debtors, their creditors, or other parties in interest except as set forth in the Weisgerber Declaration, (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, and (c) does not represent, and does not hold, any interest adverse to the Debtors' estates; and the Court having found that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Application after having given due deliberation upon the Application and all of the proceedings had before the Court in connection with the Application, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors on behalf of the Investigation Subcommittee are authorized to retain and employ Debevoise as its counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application, the Weisgerber Declaration, and that certain engagement letter attached hereto as Exhibit 1 (the "**Engagement Letter**"), as modified by this Order.

3. Debevoise shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these 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. For billing purposes, Debevoise will keep time records in one-tenth of an hour increments. Debevoise shall also 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* in connection with interim and final fee applications to be filed by Debevoise in these Chapter 11 Cases.

4. Debevoise shall provide ten business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Committee before any increases in the rates set forth in the Application or the Engagement Letter 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.

5. Debevoise shall use its reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these Chapter 11 Cases.

6. To the extent there is any conflict between this Order and the Application, the Engagement Letter, or the Weisgerber Declaration, the terms of this Order shall control.

7. Debevoise shall not charge a markup to the Debtors with respect to fees billed by any contract attorneys who are hired by Debevoise to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Debevoise shall review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notwithstanding anything to the contrary in the Application, Debevoise shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. The Debtors, the Investigation Subcommittee and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: ________________, 2026
Houston, Texas

____
THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

Debevoise & Plimpton

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION

May 17, 2026

Ivona Smith
Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc.
410 Park Avenue, Suite 900
New York, New York 10022
ismith@drivetrainllc.com

Dear Ms. Smith:

We are delighted to confirm the engagement of Debevoise & Plimpton LLP to act as special counsel to the investigation subcommittee of the restructuring committee of Bitcoin Depot Inc. ("Client" or "Investigation Committee"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter.

1. Scope of Engagement

Client has engaged us to represent it in connection with any matters within the Investigation Committee's mandate, including, but not limited to, a potential restructuring transaction, including in possible chapter 11 cases of Bitcoin Depot Inc. and certain of its affiliated debtors and debtors in possession (together, the "Debtors" and the matter referred to herein the "Matter"). In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

The Client shall direct our work in this Matter and shall control any attorney-client, work product, or other privilege or protection from disclosure in connection with the Matter. The directors, officers, or employees of the Debtors shall not access the work or privileged material of Debevoise, except as permitted by the Client. If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

We understand that the Debtors have engaged Vinson & Elkins LLP ("V&E") as general restructuring counsel. Given the scope of this engagement, the services rendered and functions performed by Debevoise will not be duplicative of work performed by V&E or any other professionals engaged by the Debtors.

2. Staffing

As discussed, I will lead our firm's work on this Matter. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this Matter range from $ 980 per hour for our newest associates to $ 2,880 per hour for our most experienced partners. My current hourly rate is $ 2,540 per hour. Rates for project assistants, legal assistants and other support personnel range from $ 540 per hour to $ 805 per hour. These rates are subject to adjustment by the firm from time to time.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

Notwithstanding anything herein to the contrary, to the extent the Matter involves the Debtors filing for chapter 11, we agree to comply with the fee application process and guidelines for payment of fees and reimbursement of expenses imposed by law and any order of the Bankruptcy Court before which any of the chapter 11 cases of the Debtors and any affiliated debtors and debtors in possession are pending.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become the Debtors' competitors) in a variety of matters, including but not limited to mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, arbitrations and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates, including the Debtors. We may also be asked to seek discovery from Client or the Debtors or their respective affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, including the Debtors, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or the Debtors or one of their affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our representation of Client in the Matter described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation that is substantially related to our firm's work for Client.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations. We encourage Client to consult with its internal or other independent counsel regarding the foregoing waivers so that Client can fully consider the possible implications of our representation on the basis described in this letter. In agreeing to the terms of this engagement, Client agrees that it has had a reasonable opportunity to engage in such consultation.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract, or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the "parties"). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this Matter or any other matter in which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to working with you on this important engagement.

Very truly yours,

Erica S. Weisgerber

ACCEPTED AND AGREED:

Investigation Committee

Ivona Smith

Ivona Smith

Debevoise & Plimpton

DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations, rules and policies. As part of the firm's responsibility for compliance with such laws, regulations, rules and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity, updated prior identifications, and/or otherwise ensure the firm's compliance with applicable laws, regulations, rules and policies from time to time.

2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

3 Conflicts check. To enable us to check for conflicts of interest, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

4 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law, regulation or rule; if consistent with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

5 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers and professional staff associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

6 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and

interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

7 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

8 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.

9 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.

10 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our invoices are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges. In the event that you are required by law to deduct an amount on account of tax or other liability from a payment to us, you will pay us an additional amount such that after deduction we receive the same amount we would have received had no deduction been required.

11 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid (or may be payable or be reimbursable) by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will (i) remain responsible for paying the difference, if any, between the amounts shown on our invoices and any amounts paid by the third party, (ii) be responsible for submitting any and all claims to any insurer(s) or other third parties, and (iii) not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.

12 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.

13 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at https://www.debevoise.com/footer/privacy. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any "consumer's personal information" as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

14 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called "cloud service providers") to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

15 Use of generative artificial intelligence (AI) tools. While representing Client, we may use generative AI tools to assist in various tasks including document review, legal research, preparation of pleadings or discovery materials, analysis, summarization, extraction and drafting. This technology enables us to provide our services to Client more efficiently than might otherwise be the case. For our work on Client matters, we will use only generative AI technology that is (1) entirely on our premises, not shared with any third party, and not connected to the Internet, or (2) provided by AI vendors with whom we have agreements intended to maintain the confidentiality and security of Client information. By entering into this Agreement with us, you acknowledge and agree to our use of generative AI tools under the conditions set forth in this paragraph.

16 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.

17 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.

18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to offer such a service, you agree to be bound by the "Terms of Use" found at https://extranet.debevoise.com/debevoise/termsOfUse.action, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees, contractors, or affiliates or our service providers liable for any damage relating to or arising out of the use of such a platform.

19 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our invoices are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end at the earliest of (a) completion of our legal services under this Agreement, (b) when the firm has performed no services for Client under this Agreement for a period of six months or longer, (c) at such time as

it reasonably appears that the need for our legal services in connection with the Matter has ended, or (d) at such time as legally required.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with any Matter for which the firm had been retained but for which we are no longer engaged.

20 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

21 Lien. If otherwise permissible under applicable law, we may exercise a lien over your files, *i.e.*, keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.

22 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm's representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.

23 Reporting. Applicable legislation places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering, terrorist financing, handling the proceeds of crime or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation, rule or order. If, while we are acting for you, it becomes necessary for us to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.

24 UK and European Union "DAC6" reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as "DAC6" rules), may require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involve the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the

rules apply to a Matter.

25 Beneficial ownership information reporting. Certain jurisdictions have legislation that requires certain corporate entities to report beneficial ownership information ("BOI") to a governmental or regulatory authority. For example, the U.S. Corporate Transparency Act may require reporting of BOI to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury, and the German Money Laundering Act (*Geldwäschegesetz*) may require reporting to the German Transparency Register. Upon request, and with our written agreement, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation, except to the extent required by applicable law, to update or correct any such reporting (such as to FinCEN or to the German Transparency Register) in the absence of a written agreement providing that we shall do so.

26 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.

27 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.

28 Proportional liability. In some of the jurisdictions where we provide services, your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair. Accordingly, to the extent permitted by applicable law or professional conduct rules, you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.

29 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for claims against us, including for breach of contract or negligence in respect of a Matter, to an amount specified in the relevant engagement letter.

30 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client's confidential information or secrets as defined by applicable professional conduct rules.

31 Partner Investments. The firm maintains a private investment vehicle through which it allows its partners (and potentially other firm personnel) to participate as limited partners in a fund that itself makes various investments. Some of those investments may from time to time consist of interests in investment funds or other vehicles sponsored by some of our clients, including investment funds or vehicles in connection with which our firm has provided or provides on-going legal services. Those investments may also consist of interests in funds or other vehicles that are sponsored by entities that may be counterparties in Matters in which we are representing you. The investments made by this private investment vehicle are passive and have no management or other control rights in the funds or other vehicles in which they invest. The firm believes that its judgment and the judgment of the partners or other personnel who participate as limited partners in this private investment vehicle will not be compromised by virtue of these investments. However, in some jurisdictions, there may be arguments that these investments create ethical conflicts of interest with regard to your interests. To the extent that any such ethical conflict of interest arises from these investments, you agree to waive any such conflict and not to seek to use any such conflict as a basis for disqualifying our firm (or any individual lawyers in our firm) from any representation.

32 Partners. We use the term "partner" to refer to individuals who are equity partners in Debevoise & Plimpton LLP, our New York registered limited liability partnership headquartered in New York, New York, as well as individuals who have similar positions in our affiliated entities and certain employees who are designated as partners based on their seniority and qualifications.

33 **Additional Terms Applicable When Services Are Provided by Debevoise London**

(a) Details of Debevoise London. Debevoise & Plimpton LLP in London ("Debevoise London"), whose office is at The Northcliffe, 28 Tudor Street, London EC4Y 0AY, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority under number 264277. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/ and https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/ respectively, apply to Debevoise London and to our lawyers and employees in London. The Bar Standards Board Code of Conduct at https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication also applies to our barristers. Debevoise London's VAT number is GB 524658924. The biographies of our lawyers can be accessed at https://www.debevoise.com/professionals.

(b) Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. If you are receiving services from Debevoise London, you may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.

(c) SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.

(d) Dispute resolution for services provided by Debevoise London. If you are at any time dissatisfied with the service you are receiving from us relating to services provided by Debevoise London, or with any of our invoices, or would like to discuss with us any aspect of a Matter or how our service to you could be improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our invoices under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement where services are provided by Debevoise London, or the provision by Debevoise London of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement relating to services provided by Debevoise London, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

34 **Additional Terms Applicable When Services Are Provided by Debevoise Shanghai**

(a) Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office ("Debevoise Shanghai") is located at 13/F Kerry Centre Tower One, 1515 Nanjing Road West, Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment.

Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai's services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for such assistance.

(b) Transfer of data beyond China. If you receive services from Debevoise Shanghai and wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that in the event that we transfer information from Debevoise Shanghai beyond China, Client will ultimately retain liability for any cross-border transfer of Client's data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

35 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.

36 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

37 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.