BURKMAN
& ASSOCIATES

JM Burkman & Associates LLC
1629 K St NW #300
WASHINGTON, DC 20006

TELEPHONE: +1 (703) 795-5364
EMAIL: info@BurkmanAssociates.com
WEB: www.BurkmanAssociates.com

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September 25, 2025

VIA ELECTRONIC MAIL ONLY

Torence Hatch

Re: Retainer Agreement

Dear Mr. Hatch,

We are very pleased to work together with you on the assignment detailed in the following Agreement.

The Agreement is entered into on this date by Torence Hatch (herein referred to as "Client") located at ______________________________ and JM Burkman & Associates LLC, located at 1629 K St #300 Washington, DC 20006 (hereinafter referred to as "Consultant"). Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter intothe following agreement:

Background: JM Burkman & Associates, LLC ("Consultant") is a District of Columbia consulting and lobbying firm in good standing, with over 40 years of combined partner and staff experience in legal and ethical lobbying, public relations, and policy consulting. Consultant employs a broad range of tactics to serve a diverse clientele. Consultant maintains, and shall continue to maintain, all necessary licenses and registrations required by law for its engagement on behalf of Client, including compliance with all applicable lobbying disclosure requirements. Consultant will consult with Client regarding any activities under this Agreement that require lobbying registration and disclosure.

Scope of Services.

Consultant is retained by Client, Mr. Torence Hatch, to provide exclusive strategic advisory and advocacy services for the sole purpose of seeking and securing a full presidential pardon for the charges to which Client has pleaded guilty in the matter of United States v. Torence Hatch, Case No. 3:23-cr-01201-CAB, in the United States District Court for the Southern District of California (the "Matter").

The primary and exclusive objective of this engagement is to obtain a presidential pardon for Client's conviction under Title 18, U.S.C. § 922(g)(1) as expeditiously as possible. To achieve this objective, Consultant's services shall include, but are not limited to, the following:

1. **Pardon Petition Strategy and Development:** Crafting a compelling and comprehensive narrative for the pardon petition, emphasizing mitigating factors such as Client's

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acceptance of responsibility, his extensive community and charitable work, the non-violent nature of his predicate offenses, the unique procedural history of the Matter, and the impact of the conviction on his family and ability to provide for them.

2. **Department of Justice Advocacy:** Preparing, submitting, and managing a formal Petition for Pardon with the Office of the Pardon Attorney within the U.S. Department of Justice. This includes direct lobbying and engagement with senior officials in the Pardon Office to advocate for a favorable recommendation.
3. **White House Engagement:** Conducting high-level strategic outreach and direct lobbying with key officials within the White House Counsel's Office to ensure the pardon petition receives thorough and favorable consideration.
4. **Executive Advocacy:** Engaging in direct advocacy with senior White House staff, policy advisors, and, where appropriate and possible, the President of the United States, to make a personal and persuasive case for granting the pardon.

Clarifications and Limitations: Client acknowledges and agrees that the power to grant a pardon rests solely and exclusively with the President of the United States. Consultant makes no promise, representation, or guarantee as to the outcome of the pardon petition. The services provided under this Agreement are strictly for lobbying and strategic advisory purposes and are separate from any legal representation related to Client's sentencing or any subsequent appeal in the Matter. All activities will be conducted in full compliance with the Lobbying Disclosure Act and all other applicable federal laws and ethics regulations.

<u>Term of Engagement.</u>
The term of this Agreement shall commence on the date signed hereunder and shall continue until either: (a) a full presidential pardon for the Matter is secured for the Client, or (b) Close of Business (5:00 PM EST) on January 31, 2025, whichever occurs first. Upon the occurrence of either event, the engagement shall be deemed complete, subject to the contingent refund provision outlined in "Billing Matters" below.

<u>Billing Matters.</u>
Retainer Fee: In consideration for the services described in the Scope of Services, Client shall pay Consultant a flat fee retainer of Six Hundred Thousand United States Dollars ($600,000.00), subject to the contingent refund condition described below.

1. **Non-Refundable Portion:** Three Hundred Thousand United States Dollars ($300,000.00) of the retainer fee is non-refundable and shall be considered earned in full by Consultant upon receipt for services rendered and to be rendered.

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2. **Contingent Refundable Portion:** If a full presidential pardon for the Matter is not secured for the Client by Close of Business (5:00 PM EST) on January 31, 2025, Consultant shall refund Three Hundred Thousand United States Dollars ($300,000.00) to the Client. This refund is conditioned upon the following procedure:
   - The Client must submit a written request to the Consultant for the refund.
   - Consultant shall return the funds within three (3) business days of receiving the Client's written request.
   - The funds shall be transferred via bank wire to a bank account designated in writing by the Client.
3. **Payment Schedule:** The entire retainer fee of $600,000.00 is due in full upon the execution of this Agreement. Consultant shall have no obligation to commence services until the retainer has been paid in full.
4. **Expenses:** The flat fee retainer is inclusive of all of Consultant's time and ordinary administrative and operational expenses. The retainer does not include extraordinary, pre-approved out-of-pocket expenses, such as non-local travel, which shall be billed to the Client only after receiving prior written authorization from the Client.

Payment Details: The Client will pay fees to Consultant via wire transfer to the Firm's general account at Bank of America, N.A., Account Number: 004122777000, Routing Number: 026009593. The Firm and the Client agree that the Retainer is inclusive of any costs incurred by the Firm in its representation of the client in this Engagement.

Conflicts of Interest.

Consultant represents and warrants that, as of the Agreement's execution date, Consultant is unaware of any conflict of interest that would materially impair Consultant's ability to perform the agreed-upon services diligently, impartially, and in Client's best interests. A "conflict of interest" includes, but is not limited to, any engagement, relationship, or interest (financial, personal, or otherwise) that is with any party known by Consultant to be adverse to Client's interests in the matter covered by this Agreement, involves representing any party with directly opposing interests to the Client's regarding the subject matter of this Agreement, would reasonably compromise Consultant's independent judgment or loyalty to Client, or would involve using confidential information of Client, or a third party to said conflict, in a way that could create adversity. Consultant has an ongoing duty to promptly disclose, in writing, any potential or actual conflict arising during this Agreement's term, providing sufficient detail for Client to make an informed decision. Disclosure must occur as soon as reasonably practicable, but no later than five (5) business days after Consultant becomes aware of the conflict. Upon conflict disclosure, Client, at its sole discretion, may: (i) waive the conflict in writing (specifically, informedly, voluntarily, and potentially with conditions); (ii) terminate this Agreement immediately upon written notice, without further obligation except for undisputed

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fees and reimbursable expenses incurred *prior* to termination and unrelated to the conflict; or (iii) engage independent counsel, at Client's expense, for review, with Consultant's reasonable cooperation. Consultant acknowledges receiving confidential information during this engagement and agrees to maintain confidentiality in accordance with of this Agreement; conflict disclosure does not relieve this obligation. Client may seek injunctive relief, in addition to financial remedies, if Consultant breaches this agreement.

Termination.
We anticipate a productive and mutually beneficial working relationship. However, either party may terminate this Agreement at any time by providing written notice to the other. While we hope this will not be necessary, we understand that circumstances may change. Upon termination, we will cooperate fully to ensure a smooth transition, and any outstanding fees for services rendered and expenses incurred prior to termination will be promptly addressed.

Records Management and Retention.
Consultant shall maintain secure and organized records related to this Agreement, including communications, reports, data, analyses, and relevant supporting documentation specific to Client's unclassified information and project deliverables. These unclassified Client records will be stored with reasonable security measures to prevent unauthorized access, loss, or damage, and electronic records will be backed up appropriately. All Classified Information handled by Consultant shall be processed exclusively within an accredited SCIF meeting applicable government security standards. Access to Classified Information is strictly limited to authorized personnel with appropriate clearances and a "need-to-know," and all such information will be marked, handled, and transmitted according to applicable regulations. Subcontractors accessing Classified Information require Client pre-approval and must possess necessary clearances and SCIFs. Client may access unclassified records, specifically those pertaining to Client's data and project deliverables, upon reasonable request and during normal business hours; copies will be provided subject to reasonable reproduction costs. Summaries/extracts of Classified Information may be shared with cleared Client representatives if strictly necessary and in a secured environment, but Client will not retain copies of Classified Information outside a SCIF without explicit government authorization; full document review occurs only in an accredited SCIF. Unauthorized disclosure or use of Classified Information by Client is strictly prohibited. Records will be retained and securely disposed of per applicable regulations, with classified material destruction occurring within a SCIF and documented by a certificate.

Applicable Law.
This Agreement is made and is to be construed. according to the laws of the District of Columbia. The parties irrevocably agree that any dispute arising under this agreement shall be

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submitted to the exclusive jurisdiction of AAA as provided in Section 13 below and conducted in the District of Columbia. The successful party shall be entitled to its reasonable attorney's fees and costs associated with enforcing its rights under this Agreement.

Mandatory Binding Arbitration.
All disputes between the Parties to this Agreement arising out of or in connection with the execution, interpretation and performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be solely and finally settled by a board of arbitrators consisting of either one arbitrator or three arbitrators, as set forth below (the term "Arbitrator" shall refer to the board of arbitrators, whether it consists of one or three members). Except as otherwise may be provided in this Section, the arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA") and conducted in the District of Columbia.

[SIGN ON NEXT PAGE]

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* * *

Our goal is to serve you in an effective and efficient way, and we welcome your views on how we may best do so. We encourage you to discuss with us any questions you might have concerning these matters. Please signify your acceptance of the foregoing Terms of Engagement by signing the enclosed copy of this letter and returning it to me. Please note that your instructing us or continuing to instruct us on the matter discussed above will constitute your full acceptance of the terms set out above. Again, we are all pleased at the chance to work on this matter and look forward to a successful outcome.

Sincerely,

DocuSigned by:
John Burkman 9/30/2025

Jack Burkman, Managing Partner

/hfn

AGREED:

Torence Hatch

By: Torence Hatch Date: 09/30/2025