



BY EMAIL:

January 12, 2021

Pastor David Thompson
The Summit Church
2335 Presidential Drive, Suite 114
Durham, NC 27703

Dear: Pastor Thompson,

Engagement

1.1 This letter confirms our agreement, pursuant to which The Summit Church (“Client”) has retained Guidepost Solutions LLC and its agents (collectively, “Guidepost”) to perform, and Guidepost has agreed to perform an independent review of specific actions taken by Pastor Brian Loritts (“Loritts”) when he became aware of sexual abuse allegations against Rick Trotter (“Trotter”) while employed by Fellowship Memphis (the “Agreement”).

Purpose

2.1 The purpose of the Engagement is for Guidepost to perform certain research and interviews pertaining to actions by Loritts once he became aware of sexual abuse allegations against Trotter while employed at Fellowship Memphis. The review will provide Summit with an impartial and independent review of Loritts’ actions (as further described in the Request for Proposal dated January 20, 2021 which is incorporated herein by reference). At the conclusion of the independent review, we will provide Summit with a written report of any relevant findings, which report will be made available to the public.

2.2 Summit is engaging Guidepost to conduct this investigation as an accessor. To that end, neither the Attorney-Client Privilege nor Work Product Doctrine applies or attaches to Summit’s engagement of Guidepost on this matter.

Confidentiality

3.1 Guidepost will treat and maintain as confidential all information that has been or will be communicated or provided to Guidepost by Client relating to any activity or project

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11th Floor
New York, NY 10017
212.817.6700



undertaken as part of the Engagement and will not reveal or utilize it in any way except with Client's approval; provided, however, that (i) Guidepost will make their report available to the public, pursuant to Article 2.1 of this Agreement; and (ii) that subject to the provisions of Article 5 of this Agreement, Guidepost may reveal such information pursuant to a lawful, final judicial or administrative order. Upon receipt of any government process requesting such information, Guidepost will provide prompt notice to you, the Client. In addition, when possible and to the extent permissible by law under the circumstances, Guidepost will afford Client an opportunity to challenge such process at Client's sole discretion and expense.

Lawful Conduct, Compliance with International Privacy Laws, and Compliance with the California Consumer Protection Act

4.1 In the course of the Engagement, Guidepost shall not knowingly engage in any activity, undertaking, or project that is unlawful or illegal under U.S. law or the laws of the jurisdiction in which the activity, undertaking or project occurs.

4.2 Guidepost has EU-U.S. and Swiss-U.S. Privacy Shields documenting its intent to comply with the requirements of the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, in any engagement to which the Privacy Shield Framework is applicable as well as any work involving the United Kingdom. Our Privacy Shield Policies appear on our website (www.guidepostsolutions.com). While the EU-US Privacy Shield has been invalidated by the EU Court of Justice as a means to secure and allow the transmission of personal information, Guidepost intends to comply with the Standard Contractual Clauses of the European Union which, if applicable to this Engagement, are attached as Addendum A and incorporated into this Letter of Engagement.

4.3 For any Engagement involving the export of Personal Data from the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, Client recognizes Client is the Data Controller, and Guidepost is the Data Processor, as those terms are defined in Article 4 of the General Data Protection Regulation 2016/679 of the European Union. Client recognizes and agrees that Client has sole responsibility to provide any notice which may be required by any applicable law to the subject of the Engagement.

4.4 In the event that the California Consumer Privacy Act ("CCPA") applies to this engagement, the following paragraph shall apply.

Client is the "business" and Guidepost is a "service provider" (not a "third party") as those terms are defined in the CCPA. As such, Guidepost shall not retain, use, sell or disclose personal information for any purpose outside of the direct business relationship with Client or other than for the specific purpose of performing the services specified in this Agreement. Furthermore, Guidepost certifies that it understands all of its contractual restrictions under the CCPA and intends to comply with them.



Subpoena or Third Party Efforts to Thwart the Engagement

5.1 Guidepost shall promptly notify the Client of any effort (a) either by subpoena or otherwise to gain access to information, documents, materials, or work product, or information of any kind in the possession of Guidepost that has been generated, obtained, or learned as a result of the work performed by Guidepost under the Engagement, or (b) to otherwise stop, interrupt, or interfere with the performance of Guidepost's work in connection with the Engagement, whether by judicial action or other means. To the extent feasible and permissible by law under the circumstances, Guidepost shall follow lawful directions from the Client with respect to Guidepost's response to any such effort. Consistent with paragraph 3.1 above, unless the Client provides express consent, Guidepost shall not reveal information gathered during the investigation absent a lawful, final judicial or administrative order.

5.2 Client agrees to pay, reimburse, indemnify, and/or hold harmless Guidepost for all Guidepost time charges, fees, costs, reasonable attorney's fees and disbursements that may be incurred or generated by Guidepost or that may arise out of or relate to any effort that Guidepost may undertake in response to any effort or judicial process or pursuant to any direction from you as provided above in paragraphs 3.1 and/or 5.1.

5.3 Client agrees to indemnify Guidepost from and against any liability arising out of this Engagement, Guidepost's actions responding to Subpoenas arising out of this Engagement, or requests for production of documents or information which Client has authorized arising out of this Engagement, including but not limited to reimbursement for all Guidepost time charges, fees, costs, reasonable attorney's fees and disbursements and defense or other costs associated thereto, excluding Guidepost's negligence, tortious conduct, or actions beyond the scope of this Engagement. Guidepost shall notify Client in advance, prior to Guidepost incurring any indemnification costs, and permit Client to either reimburse Guidepost for such costs or allow Client to direct and control the indemnification costs thereto, including, but not limited to, retaining legal counsel. In no event shall Client be liable to Guidepost for any claims for incidental, special, indirect, or consequential damages of any nature connected with or resulting from this Engagement, and Guidepost waives any and all right it may have to hold Client liable for any such damages.

Guidepost Liability

6.1 In no event shall Guidepost be liable to Client for any claims for incidental, special, indirect, or consequential damages of any nature connected with or resulting from Guidepost's performance of the Engagement under this Agreement and Client waives any and all right it may have to hold Guidepost liable for any such damages.

Fees

7.1 Unless you request otherwise in writing, Guidepost shall bill Client monthly and Guidepost's bills shall include a description of the tasks performed and time worked by each

3



person working on the Assignment, as well as a statement of the total amount of out-of-pocket expenses and disbursements incurred with subtotals by category. Guidepost's bills will be sent to your attention at the above address.

7.2 We will bill you a separate charge for any actual out of pocket costs, such as travel expenses and other disbursements. Other expenses that are generated as part of the internal services that we utilize in our office, including database fees, will be allocated in a way to fairly reflect your usage of and benefit from those services.

7.3 Client will process Guidepost's billings promptly and will remit payment to Guidepost within thirty days after an invoice is received by you. Payments should be sent to Guidepost Solutions LLC, 415 Madison Avenue, 11th Floor, New York, NY 10017. Instructions for payment by wire transfer will be provided upon request.

7.4 If bills remain outstanding for more than thirty (30) days, Guidepost reserves the right to stop all work.

7.5 If Guidepost must engage counsel or otherwise expend funds to collect bills over sixty days old, Client agrees to reimburse Guidepost for all associated fees and costs, plus interest on the outstanding balance.

7.6 Certain of Guidepost's services may be subject to mandatory state or local sales taxes.

7.7 Summit is solely responsible for any fees incurred as a result of this engagement and Guidepost will look to Summit for payment of all such fees, charges, costs, interest, expenses and indemnification obligations hereunder.

Conflict of Interest

8.1 Client agrees that the Engagement and any assignments performed thereunder to assist Client pertain to a discreet matter, and that our undertaking any assignment pursuant to this Agreement would not provide a basis for precluding our future services for clients adverse to Client on matters that are not substantially related to the matter Guidepost is handling as part of this Engagement.

8.2 Guidepost is not aware at this time of any conflict of interest that would preclude Guidepost from providing services to Client in this Engagement. Should Guidepost become

aware, however, of any such conflict, upon reasonable notice to you, Guidepost may withdraw from and terminate the Engagement at that time. In that event, Client agrees to pay and/or



reimburse Guidepost for all fees, out-of-pocket expenses, disbursements, and applicable taxes accrued or incurred as of the date of such withdrawal, including but not limited to all fees, out of-pocket expenses, disbursements, and applicable taxes associated with the transition, if any, from Guidepost to a replacement provider of the same or similar services provided by Guidepost as part of this Engagement.

Termination

9.1 The agreements, terms, and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the Engagement.

9.2 Either party may terminate the Engagement upon seven days written notice to the other. Termination shall become effective seven days following the date any such notice is received by the other party. If the Engagement is terminated, Client agrees to pay and reimburse Guidepost pursuant to the terms set forth in this Agreement for all fees, costs, and disbursements accrued or incurred as of the effective date of the termination.

9.3 Pursuant to its Records Management Policy (“RMP”), at the conclusion of the Engagement, Guidepost will notify you that the Engagement is closed, and that it will return to you any material provided by you, or if you do not respond to our inquiry, we will, after thirty (30) days, or if you so direct, destroy such material. Materials which we are required to maintain, according to the RMP, will be electronically or physically maintained for the required period, after which they too will be destroyed.

Applicable Law

10.1 The interpretation and application of the terms of this Agreement shall be governed and construed according to the laws of the State of Delaware as specified in the previous paragraph, excluding (to the greatest extent a court of such state would permit) any rule of law that would cause application of the laws of any jurisdiction other than the law of the state so specified.

Arbitration

11.1 At the option of Guidepost or Client, any disagreement or controversy arising out of or relating to this Agreement and/or Engagement, including but not limited to any dispute concerning Guidepost’s fees or expenses, can be submitted for resolution to arbitration before three arbitrators according to the then prevailing Commercial Rules of the American Arbitration Association. The arbitration shall be held in the location specified in paragraph 10.1 above. The award rendered in said proceeding shall be made in writing and shall be final and binding upon both parties and judgment upon the award may be entered in any court having jurisdiction

thereof. The arbitrators shall award reasonable attorneys' fees and the costs of the arbitration to the prevailing party, except that the fees and expenses of the arbitrators, if any, shall be borne equally by the parties. At the request of any party, the arbitration will be conducted in secret.



11.2 The arbitrators shall not have authority to amend, alter, modify, add to, or subtract from the provisions of this Agreement. The award of the arbitrators, in addition to granting the relief prescribed above and such other relief as the arbitrators may deem proper, may contain provisions commanding or restraining acts or conduct of the parties or their representatives and may further provide for the arbitrators to retain jurisdiction over the Agreement and the enforcement thereof. If any party shall deliberately default in appearing before the arbitrators, the arbitrators are empowered, nonetheless, to take the proof of the party or parties appearing and render an award thereon. The arbitrators shall state in writing the reasons for their award.

No Waiver

12.1 Neither party's failure to put into effect, exercise, or enforce (in a timely manner or otherwise) any term, condition, or provision of this Agreement shall be deemed to be a waiver of such term, condition, or provision, or of the party's right to enforce it.

Signings and Headings

13.1 Should any part of this Agreement be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof.

13.2 Section headings are for convenience only and are not part of the Agreement.

Modification of Agreement and Notice

14.1 There have been no representations, inducements, promises, or agreements of any kind that have been made by either party or by any person acting on behalf of either party that are not embodied within this Agreement. This Agreement may not be changed or altered except in writing duly executed by a duly authorized agent of all parties hereto.

14.2 Notices and communications directed to Guidepost shall be sent to the undersigned at the address shown above. Notices and communications directed to Client shall be sent to the addressee of this Agreement.

Effective Date

15.1 The Engagement and the terms of this Agreement shall be deemed to be effective as of January 20, 2021.

Execution of the Agreement and Signatures

16.1 The Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement and each of which shall be an original. This Agreement shall be binding on all parties and their respective heirs, successors, and assigns.

6



Please execute and return this letter of engagement at your first opportunity. We look forward to working with you toward a successful completion of the Engagement.

Very truly yours,

Stephanie Douglas Date AGREED AND ACCEPTED:

David Thompson Date

