

Exhibit E

Engagement Letter

JONES DAY

1221 PEACHTREE STREET, N.E. • SUITE 400 • ATLANTA, GEORGIA 30361

TELEPHONE: +1.404.521.3939 • JONESDAY.COM

DIRECT NUMBER: (404) 581-8465

JHALL@JONESDAY.COM

JP006237

March 10, 2022

PRIVILEGED & CONFIDENTIAL

VIA E-MAIL HLOISEAU@KSERVICINGCORP.COM

Holly Loiseau
General Counsel
KServicing Corporation
925B Peachtree Street
Suite 1688
Atlanta, GA 30309

Re: Engagement of Jones Day

Dear Ms. Loiseau:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent Kabbage, Inc. d/b/a KServicing (“KServicing” or “you”). We will be representing you in the federal investigations in the District of Massachusetts and Eastern District of Texas regarding KServicing’s PPP loan practices brought by the Civil Division of the Department of Justice. While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific matters on which we are engaged. Thus our relationship may expand beyond the matter described above, but only if you and we agree to specific new or expanded engagements.

It is important to emphasize that we are entering into an attorney-client relationship only with KServicing. That is, unless you and we agree otherwise, Jones Day is not representing any owner, employee, parent, subsidiary or other direct or indirect affiliate of KServicing. If you believe that KServicing’s personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them or, if you prefer, let us know so we can explain the scope of our engagement to them.

NAI-1527881203v1

AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRISBANE • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • DETROIT
DUBAI • DÜSSELDORF • FRANKFURT • HONG KONG • HOUSTON • IRVINE • LONDON • LOS ANGELES • MADRID • MELBOURNE
MEXICO CITY • MIAMI • MILAN • MINNEAPOLIS • MUNICH • NEW YORK • PARIS • PERTH • PITTSBURGH • SAN DIEGO • SAN FRANCISCO
SÃO PAULO • SAUDI ARABIA • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

JONES DAY

Holly Loiseau
March 10, 2022
Page 2

2. Staffing

You have designated Holly Loiseau as the person with responsibility for overseeing this matter and to whom we will report. I will have primary responsibility for this matter, and will rely on other lawyers at Jones Day to work as a team as we handle the necessary work on the matter. I will be the Partner generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our engagement as we seek to provide KServicing with timely, high quality legal services in a cost-efficient manner.

3. Potentially Adverse Representations or Conflicts of Interest; Advance Waiver

Jones Day represents many clients on a wide variety of matters in a number of different practice areas. A further description of our Firm and areas of practice is available on our website, at www.jonesday.com.

Just as you in the future may ask us to represent KServicing in a matter that is directly adverse to one of our other clients, it is possible Jones Day will be asked in the future to represent another client in a matter that is directly adverse to you. We want you and our other clients to be able to choose Jones Day as their counsel on matters where it is appropriate to do so. Accordingly, you agree that Jones Day in the future may represent any existing or future client in any matter (including transactions and counseling, as well as litigation or other dispute resolutions) that is directly adverse to KServicing. Your agreement to this waiver is based on two understandings as follows. First, Jones Day will not represent another client adverse to you in a matter that is substantially related to any of the matters that we are handling for you. Second, to the extent Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working for KServicing will not work on that adverse matter for that other client and we will take steps to ensure that your confidential information is not shared with our lawyers or other time keepers involved in that adverse matter.

You also confirm that your agreement to this prospective waiver is voluntary and that you intend for it to be effective and enforceable and for Jones Day to rely upon it.

4. Compensation and Disbursements

Generally, our fees are determined by the time devoted by each lawyer or other timekeeper involved in the engagement and the hourly billing rates assigned to each such person. Currently, hourly rates for our lawyers who are likely to be working on this matter range from \$1075 to \$1300 for partners and \$500 and \$750 for associates. Our hourly rates are revised

JONES DAY

Holly Loiseau
March 10, 2022
Page 3

periodically, and we may revise them with 10 business days written notice during the course of our representation of KServicing.

Unless we specifically agree in writing to the contrary, any fee estimate, budget, or projection of hours is not a commitment to cap our fees or perform the services within a fixed amount of time or for a fixed fee. In matters that entail extraordinary risks, efforts or results, the Firm may request that KServicing pay a supplemental fee in addition to our billings based on hourly rates to account for such risks, efforts or results.

In addition to our fees, we expect KServicing to defray direct costs and expenses incurred during our representation. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from KServicing in the monthly billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask KServicing to pay disbursements and charges directly or in advance.

We will submit billing statements to you on a monthly basis; all statements are due and payable upon presentation. If you have any question or concern about any billing statement, we ask that you raise it with us promptly upon your receipt of the statement. We may require a retainer at any time, which we will apply to any unpaid fees, disbursements and charges or as otherwise agreed with KServicing. Any unused portion of a retainer is fully refundable when our representation is completed or terminated.

5. Audit Letter Issues

Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA Policy is clearly inapplicable.

6. Procedures upon Termination; Return of Documents; Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. When our attorney client relationship has ended, either because we have completed our last assignment or the relationship has been terminated, Jones Day will close its file numbers for the remaining matters that are open at that time. Thereafter, and if you request, we will return your property in our possession. Specifically, and consistent with our professional obligations, we will return the following categories of

JONES DAY

Holly Loiseau
March 10, 2022
Page 4

documents unless we agree otherwise in writing: original materials that you provided to us; final documents of legal significance; final versions of briefs and other pleadings; final legal memoranda prepared for you; and transmitted correspondence substantively related to the representation. We may charge a reasonable fee to produce those materials, whether in an electronic or hard copy format, and we may also retain copies of those materials.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Georgia or seven years after the end of our relationship, to destroy or otherwise dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with

JONES DAY

Holly Loiseau
March 10, 2022
Page 5

respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Very truly yours,



Jamila M. Hall

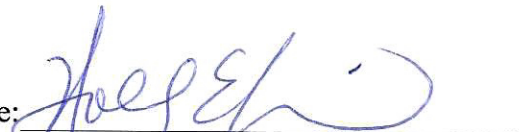
On behalf of KServicing, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by KServicing to sign this letter on its behalf.

Dated: 3/10/22

Signature: _____

Name: _____

Title: _____


Holly E. Loiseau
General Counsel

Enclosure

Standifer, Sharon L.

From: Holly Loiseau <hloiseau@kservicecorp.com>
Sent: Monday, June 6, 2022 6:28 PM
To: Hall, Jamila M.
Cc: Standifer, Sharon L.
Subject: Re: KServicing - FTC & House Investigations
Attachments: ATT00001.htm; Jones Day engagement letter.pdf

**** External mail ****

Agreed thank you

Holly E. Loiseau
General Counsel, KServicing
925B Peachtree St NE
Atlanta, GA 30309
hloiseau@kservicecorp.com
Sent from my iPhone

On Jun 6, 2022, at 8:01 PM, Hall, Jamila M. <jhall@jonesday.com> wrote:

Holly,

Thanks so much for your confidence and transferring the FTC and House investigations to our team. In lieu of separate engagement letters, you can respond to this email in the affirmative that the FTC & House investigations will be bound by the same terms of our March 10, 2022 engagement letter (attached).

Best regards,

Jamila

Jamila M. Hall ([Bio](#))
Partner
[JONES DAY® - One Firm WorldwideSM](#)
1221 Peachtree Street, NE
Suite 400
Atlanta, GA 30361
Office +1.404.581.8465
jhall@jonesday.com

***This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from

your system without copying it and notify sender by reply e-mail, so that our records can be corrected.***

Notice of Confidentiality: This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.