

RETENTION AGREEMENT

This Retention Agreement, effective as of November 20, 2025, governs the retention of Abraham, Fruchter & Twersky, LLP (“AF&T” or the “Firm”) by the City of Fort Lauderdale General Employees’ Retirement System (“Client”) and authorizes the Firm to prosecute claims under the federal securities laws against Baxter International, Inc. (“Baxter” or the “Company”) and certain of its officers and/or directors as appropriate.

WHEREAS, Client has authorized the Firm on behalf of itself and a putative class to prosecute federal securities claims relating to Baxter securities purchased or acquired by Client during the putative class period (the “Litigation”);

WHEREAS, the Litigation involves numerous complex factual and legal issues and entails considerable risk; and

WHEREAS, the Litigation requires the expenditure of substantial resources by the Firm;

WHEREAS the undersigned parties to this agreement desire to acknowledge and set out the terms of the allocation of fees and costs regarding the representation of Client in the Litigation.

NOW, THEREFORE, Client and the Firm AGREE AS FOLLOWS:

1. SCOPE OF SERVICES/CASE HANDLING

A. The Firm is retained to provide legal services for the purpose of: (i) commencing the Litigation with the filing of a complaint which raises federal securities law claims relating to Client’s purchase or acquisition of securities of the Company and/or seeking to have the Client lead the putative class and/or appointed Class Representative in the Litigation as well as the appointment of the Firm (and/or other counsel with which the Firm may associate) as Lead Class Counsel or Co-Lead Class Counsel; and (ii) prosecuting the Litigation to recover damages and any other appropriate relief.

B. Client agrees to monitor, review and participate with counsel in the prosecution of the Litigation. The Firm shall consult with Client concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint(s), dispositive motions, and settlement.

C. The Firm shall provide sufficient resources, including attorney time and capital for payment of costs and expenses to vigorously prosecute the Litigation.

2. CONTINGENT FEE AGREEMENT

A. The Firm shall advance all costs and other expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings it is advised by counsel to attend. Costs and expenses shall be reimbursed contingent upon a recovery being obtained from the defendant(s) in the Litigation and shall be payable from such recovery.

B. The Firm will defend and indemnify Client for any claims asserted against Client or its representatives for its institution, prosecution and/or resolution of this action including, but not limited to, claims or sanctions involving attorneys' fees and costs.

C. The Firm's compensation for the work performed and the efforts made in the Litigation shall also be contingent upon a recovery being obtained in the Litigation, whether by settlement, judgment, or alternative dispute resolution including, but not limited to, mediation or arbitration. In the event that such a recovery is obtained, compensation shall be in the amount awarded by the Court but, in no event, will the Firm seek compensation in excess of 33⅓ % of the total recovery plus reasonable disbursements for costs and expenses in the Litigation. Costs and expenses shall include but not be limited to, as needed, travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

D. Client authorizes AF&T to associate with additional, local, liaison, trial, co-counsel, lead counsel and/or co-lead counsel as it deems appropriate for the prosecution of the Litigation and authorizes such counsel to work on and try the Litigation and to be designated by the Court as additional, local, liaison, trial, co-counsel, lead counsel and/or co-lead counsel on its behalf and on behalf of the contemplated putative class of similarly situated investors which it seeks to represent. Client expressly authorizes AF&T to allocate and divide among itself and all such counsel with whom it may associate any contingent attorneys' fees that may eventually be awarded by the Court with respect to the Litigation to the Firm and/or to the Firm's associated counsel, individually or collectively. Such allocation and division shall be subject to AF&T's discretion and made in accordance with the work performed by counsel and any agreements reached between AF&T and such associated counsel. It is understood and agreed by the parties hereto that the aggregate amount of contingent attorneys' fees that may be awarded to the Firm and any associated counsel engaged in the prosecution of the Litigation on Client's behalf will in no event exceed in aggregate 33⅓ % of the total recovery plus reasonable disbursements in the Litigation regardless of the participation of associated counsel.

E. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, this contingent fee agreement shall apply to such "in-kind" payment.

3. GENERAL REQUIREMENTS

Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate Client's claims, and to cooperate as necessary in providing discovery information, including deposition testimony.

4. DOCUMENT PRESERVATION

A. Preservation of materials, and especially electronic files and electronically stored information (“ESI”), for the Litigation is extremely important, and courts have, on many occasions, imposed penalties against parties who have not met their preservation obligations, which could have a significant adverse impact on Client’s rights in the case. Client, together with its employees, officers, members, agents, etc., recognize that they have a legal duty to preserve all relevant materials; that is, materials that relate, directly or indirectly, to the Litigation and the underlying dispute between and/or among the parties (collectively, the “Relevant Materials”).

B. The “Relevant Materials” include traditional paper documents, electronic data or ESI (including but not limited to audio, video, email, email attachments, memos, notes, spreadsheets, and discs) and all information preserved in any tangible form.

C. Client should be preserving, among other things, documents, data, and tangible things concerning:

- i. Client’s trading of the Company’s securities;
- ii. The performance of the Company’s securities; and
- iii. News concerning the Company, especially concerning any investigations regarding the Company.

D. “Preservation” is also to be interpreted in the broadest possible sense to accomplish the goal of maintaining the integrity of all documents, data, and tangible things reasonably anticipated to be subject to discovery in this case. The duty to preserve means taking steps to prevent the destruction or alteration of materials defined above.

E. If Client engages in routine policies or processes of destruction, recycling, alteration, or relocation of any documents, data, or tangible things (e.g., the automatic deletion of old emails), it is essential to do the following with respect to the Relevant Materials:

- i. Immediately halt such policies or processes;
- ii. Sequester or remove such materials from the policies or processes; and/or
- iii. Arrange for the preservation of complete and accurate duplicates or copies of such materials, suitable for later retrieval if necessary.

F. Client’s duty to preserve extends to materials in Client’s possession, custody, or control. If you are aware of any relevant material that resides with an agent or third-party, please contact the Firm to assess whether such materials would likely be considered within Client’s possession, custody, or control. Client has an obligation to exercise reasonable efforts to identify and preserve such materials.

5. TERMINATION

A. Client may terminate at any time the Firm's representation and that of any additional, local, liaison, trial, co-counsel, lead counsel and/or co-lead counsel as provided for herein. The Firm has the same right to terminate its representation of Client for any reason, in compliance with applicable law and rules, subject to reasonable notice for Client to arrange other counsel.

B. Following termination of this representation, the Firm agrees to assert a diligent effort, subject to casualties beyond the control of the Firm, to retain and maintain all major and significant documents and materials of the files of the Firm relative to this Litigation for a period of seven (7) years, and during such time to afford Client reasonable access to such files, after which the Firm may destroy all such documents and materials without prior notice to Client. Therefore, upon termination of this representation, Client should request copies of any documents and materials that Client wishes to retain.

6. ARBITRATION AND MEDIATION

A. If a dispute arises out of or relates to this agreement, and if the dispute cannot be resolved through negotiation, the parties agree to first try in good faith to resolve the dispute by mediation administered in accordance with the Commercial Mediation Procedures of the American Arbitration Association before resorting to arbitration as provided below in Section 6.B or some other dispute resolution procedure as may be agreed upon.

B. All disputes, disagreements and claims arising out of or related to this agreement that are not resolved through mediation as provided in Section 6.A, shall be resolved through binding arbitration pursuant to the Rules of the American Arbitration Association or some other dispute resolution that may be agreed upon.

7. COUNTERPARTS: ELECTRONIC SIGNATURE

This Retention Agreement may be executed in any number of counterparts and by different parties to this Retention Agreement on separate counterparts, including, but not limited to, electronic PDF, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. The electronic signature by any party to this Retention Agreement shall have the same validity and effect as a signature affixed by hand.

8. ENTIRE AGREEMENT

This Agreement and any other agreements contemplated hereby shall constitute the entire agreement between the Parties, and shall supersede all prior agreements, understandings and negotiations between the Parties with respect to the subject matter herein.

9. **PUBLIC RECORDS**

AF&T will comply with public records laws, specifically to:

A. Keep and maintain public records required by Client to perform the service.

B. Upon request from the Client or its public records custodian, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if AF&T does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost to Client, all public records in possession of AF&T related to the representation of Client, in the format in which those records were ordinarily maintained, provided that all electronic records shall be produced in a format compatible with Client's information technology systems. If AF&T transfers all public records to Client upon completion of the Agreement, AF&T shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AF&T keeps and maintains public records upon completion of the Agreement, AF&T shall meet all applicable requirements for retaining public records.

IF AF&T HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, AF&T WILL CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Nick Schiess, CPPT

Pension Administrator

City of Fort Lauderdale General Employees' Retirement System

401 NE Fourth Street, Suite 201

Fort Lauderdale, FL 33301

Phone: 954-828-5171

Fax: 954-828-5270

nschiess@fortlauderdale.gov

10. E-VERIFY

AF&T warrants for itself and its subcontractors that AF&T and all co-counsel involved in the representation of Client pursuant to this Agreement are in compliance with all federal immigration laws and regulations that relate to their employees. AF&T agrees and acknowledges that you are a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. Notwithstanding any other provisions in this Agreement, if Client has a good faith belief that AF&T has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, Client shall terminate the Agreement. If Client has good faith belief that co-counsel knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, Client shall promptly notify AF&T and order AF&T to immediately terminate the contract with co-counsel. AF&T agrees to be liable for any additional costs incurred by Client as a result of the termination of a contract based on AF&T's failure to comply with E-Verify requirements referenced herein.

11. FLORIDA STATUTE 287.135(3)(b)

Pursuant to Florida Statute 287.135(3)(b), AF&T allows for termination of the contract at the option of the Client if the Firm is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

FOR: ABRAHAM, FRUCHTER & TWERSKY, LLP

Mitchell M.Z. Twersky

NAME

Managing Partner

TITLE



SIGNATURE

**FOR: CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT
SYSTEM**

Lynn Wenguer

NAME

Chairperson of the Board

TITLE



SIGNATURE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Mitchell M.Z. Twersky, as Managing Partner on behalf of Abraham, Fruchter & Twersky, LLP ("AF&T") under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. AF&T does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, AF&T does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: *M. Twersky*

Print Name: Mitchell M.Z. Twersky

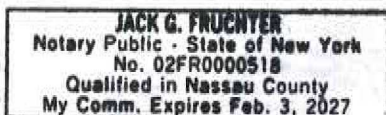
Title: Managing Partner

Date: November 20, 2025

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of ☒ in person or ☐ online notarization, this 20th day of November, 2025 on behalf of Abraham, Fruchter & Twersky, LLP by Mitchell M.Z. Twersky, who ☒ is personally known to me or ☐ has produced as identification and did ☒ did not ☐ take an oath.

[Seal]



[Signature]
NOTARY PUBLIC