# POLICIES AND PROCEDURES FOR OUTSIDE COUNSEL REPRESENTING COMPANY AND ITS SUBSIDIARIES

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COMPANY Global ("COMPANY"), a __________ corporation, is a world leader in the ____________ businesses. Supported by more than 11,100 dealers in 160 countries, COMPANY Global brings together the knowledge and heritage of its ____________ brand families with the strength and resources of its worldwide commercial, industrial, product support and finance organizations. COMPANY Global seeks to leverage its economies of scale in connection with sourcing, design and engineering, and production of ________________ equipment. With respect to the sales and marketing of its equipment, COMPANY Global seeks to organize and focus its business along strong brand lines whose value in the market place have been developed by a consistent focus on innovation, quality and the customer.

In the United States, COMPANY Global’s equipment business is conducted through its subsidiary, ________________ ("COMPANY Equipment America”) and in Canada, COMPANY Global’s equipment business is conducted through its subsidiary, ________________ ("COMPANY Equipment Canada”). In Europe, COMPANY Global’s equipment business is conducted through several subsidiaries including: COMPANY Italia S.p.A., COMPANY France S.A., COMPANY Belgium N.V., and COMPANY Osterreich GmbH (collectively, “COMPANY Equipment Europe”, and together with COMPANY Equipment America and its other equipment operations affiliates, “COMPANY Equipment”).

COMPANY Global’s finance business is conducted in the United States through its subsidiary, ________________ ("COMPANY Capital”) and in Canada, COMPANY Global’s finance business is conducted through its subsidiary ________________ (“COMPANY Capital Canada”). In Europe, COMPANY Global’s finance business is conducted through several subsidiaries including COMPANY Financial Services S.A.S. and COMPANY Capital UK Ltd. (collectively, “COMPANY Capital Europe”, and together with COMPANY Capital America and its other finance operations affiliates, “COMPANY Capital”). COMPANY Equipment and COMPANY Capital, together with their subsidiaries and affiliates shall be referred to herein as “COMPANY”.

Equipment

Approximately 62% of COMPANY Global’s revenues arise in connection with its ____________ equipment business. This business represents a family of brands that have shaped the history of agricultural equipment. The COMPANY Global heritage includes the combined legacies of ________________________, and many others. This rich heritage of leadership defines our organization today. The COMPANY Global business is organized and focused on the following primary global brands: __________________________ and the following more geographically oriented brand: __________________________ COMPANY manufactures a full line of equipment used in_________________________ operations around the world.
In addition, the company provides an extensive line of repair parts as part of a comprehensive after-sale customer support solution. The company’s mission is to provide customers with the product, service and support solutions that increase their productivity and add value in the field.

______________________________ Equipment

Approximately 31% of COMPANY Global’s revenues arise in connection with its __________________ equipment business. COMPANY Global remains a leader in the global __________________ equipment market through its __________________ brands. COMPANY Global covers the full spectrum of __________________ equipment for ____________ in such industries as ______________________________. The company also provides an extensive line of repair parts as part of a comprehensive after-sale customer support solution.

Financial Services

COMPANY Capital is the U.S. financial services company of COMPANY Global. COMPANY Capital combines the strength of its global reach with a long-standing knowledge of the COMPANY Global brands. COMPANY Capital has a proud heritage, one that reflects its strong ties to the _______________ equipment industries. With nearly 50 years of equipment lending experience, COMPANY Capital understands the need for flexible financial solutions. What sets it apart is its in-depth understanding of its markets and customers. Strong business relationships are the key to COMPANY Capital’s success. Approximately 7% of COMPANY Global’s revenues arise in connection with its financing businesses.

COMPANY Global, whose stock is listed at the New York Stock Exchange (NYSE: COMPANY), is a majority-owned subsidiary of __________________________. More information about COMPANY Global and its products can be found online at www.COMPANY.com. Although some of its officers are resident in the United States, COMPANY Global does not conduct operations in North America. However, COMPANY Global does own various direct and indirect subsidiaries that operate in North America including COMPANY Equipment and COMPANY Capital.

INTRODUCTION

When selecting outside counsel, COMPANY expects the highest quality legal services to be provided efficiently, creatively, and in full compliance with all standards of professional responsibility. In order to provide guidance to outside counsel (sometimes referred to herein as “you”), COMPANY internal lawyers (“COMPANY Legal Staff”) have developed these policies and procedures. We have attempted to describe the standards and procedures we expect from outside counsel, consistent with an appropriate level of flexibility for handling unanticipated circumstances. If, in your judgment, deviation from these policies and procedures becomes necessary, you should discuss the matter with the attorney on the COMPANY Legal Staff who is responsible for handling the applicable matter.
These policies and procedures are effective immediately and supersede any prior descriptions, agreements, or arrangements. The primary relationship attorney at each firm providing legal services to COMPANY (in all of its offices and locations) is responsible for ensuring that the firm’s attorneys and support staff adhere to these policies and procedures. To the extent COMPANY elects to modify or amend these policies and procedures, COMPANY will forward a revised document that will apply to subsequent legal work. These policies and procedures may be supplemented by additional policies or procedures which relate to a particular area of the law (such as intellectual property). The COMPANY Legal Staff member with whom you are working will provide you with a copy of any such supplemental policies and procedures. In the event of an express conflict between these policies and procedures and any supplementary policies and procedures, the terms of the supplementary policies and procedures will govern.

COMPANY Global or its majority owner, may from time to time, enter into agreements with firms with respect to the provision of legal services on a global basis. To the extent the terms of any such global agreements apply to a particular COMPANY company and the terms of such global agreement are inconsistent with the terms of these policies or procedures, the terms of such global agreement shall govern.

Finally, the legal needs of COMPANY can best be served if the COMPANY Legal Staff and all firms representing COMPANY work cooperatively. To the greatest degree possible, **all of COMPANY’s outside and inside counsel should work together for the benefit of their common client** to provide the most "seamless", efficient, and cost-effective representation of COMPANY's interests. The following policies and procedures have been prepared so as to encourage the prospect of long-term, mutually beneficial relationships between and among COMPANY and the firms that successfully perform legal services on its behalf. We seek to avoid miscommunications and misunderstandings that otherwise could interfere with the development of such partnerships.

I. **Retention and Staffing.**

As COMPANY has need for legal representation by outside counsel, such counsel will be selected and engaged only by a member of the COMPANY Legal Staff. A lawyer or firm accepting an engagement to represent COMPANY undertakes to adhere to these policies and procedures.

COMPANY intends to issue an engagement letter with respect to each new matter with respect to which counsel is engaged. However, COMPANY reserves the right to change or deviate from this policy. Any such engagement letter may only be signed by a member of the COMPANY Legal Staff. The terms of the engagement letter may alter or modify the terms of these policies and procedures. In the absence of any such modification, the terms of these policies and procedures will govern our relationship with respect to that particular matter.

At the outset of a matter, the COMPANY Legal Staff and outside counsel will together designate as the lead outside counsel a specific lawyer within the firm who will be chiefly accountable for the conduct of the engagement. That lawyer should be and remain personally and directly involved in the representation and is responsible for ensuring that COMPANY’s objectives are
met with respect to the engagement. Lead outside counsel and the member of the COMPANY Legal Staff will agree upon the other members, if any, of the team that will work on the particular matter. Unless otherwise agreed with the COMPANY Legal Staff, attorneys with less than four (4) years of legal experience in the applicable area of the law should not be assigned to work on the matter.

Once the team is established, COMPANY expects continuity of staffing for the duration of the engagement absent extraordinary circumstances. In particular, if a professional in your firm who is particularly knowledgeable about a matter leaves the firm and another professional in your firm assumes the responsibilities of the departing individual, we expect that COMPANY will not be asked to pay for the time needed by the replacement person to achieve the level of familiarity with and knowledge of the case possessed by the departing individual.

Matters should be staffed with the number and level of personnel that are appropriate in order to render quality service in a cost-effective manner. Lead outside counsel is responsible for monitoring the use and number of staff at meetings, depositions, court appearances, office conferences, and other events. For certain activities such as reviewing files, compiling and digesting documents and transcripts, due diligence and similar functions, the use of COMPANY personnel or third parties may be more efficient; therefore, lead outside counsel should consult with the member of the COMPANY Legal Staff before using law firm personnel for such activities.

II. Litigation/Other Matter Management.

A. Litigation

Litigation strategy should be developed as early in a lawsuit as possible. COMPANY expects outside counsel to work closely with members of the COMPANY Legal Staff and other representatives of COMPANY in the analysis and assessment of the strengths and weaknesses in COMPANY’s position and the development of a strategy for handling the matter. In addition, after a matter is completed, COMPANY may request that you indicate in retrospect if any aspect of the matter should have been handled differently and what could have been done to reduce costs, improve strategy, or enhance chances for success. COMPANY will ask for such "post mortems" or debriefings to identify improvements in process or strategy for future or related matters.

Unless COMPANY Global has been specifically named as a party in a lawsuit, all litigation is conducted on behalf of the relevant local subsidiary (i.e. COMPANY America, COMPANY Canada, COMPANY Capital America or COMPANY Capital Canada). If COMPANY Global is named as a defendant to the litigation, please be sure that there has been strict adherence to service of process requirements for a ______________ corporation without active operations in North America. Unless you are otherwise instructed by the COMPANY Legal Staff, whether or not COMPANY Global has been properly served as a defendant, we expect that you will take immediate actions to have COMPANY Global dismissed from the litigation.
1. Activities Requiring Prior Approval. Prior approval from a member of the COMPANY Legal Staff is required before you engage in any of the following litigation activities:

   (1) commencing affirmative litigation efforts;
   (2) preparing dispositive pre-trial motions;
   (3) preparing a counter- or cross- action against existing or new parties;
   (4) removing an action to federal court or preparing a motion for change of venue;
   (5) selecting or retaining expert witnesses, consultants, or any other law firm (e.g. local counsel);
   (6) preparing discovery motions;
   (7) preparing post-trial motions or noticing appeals; and
   (8) engaging in any settlement discussions, even if raised by the court or a similar authority.

2. Discovery. Outside counsel should conduct discovery in a cost-effective manner. You should coordinate discovery with a member of the COMPANY Legal Staff, and inform them of all efforts to depose or interview COMPANY personnel. COMPANY expects you to consult with the COMPANY Legal Staff concerning discovery and deposition strategy. You may be asked to provide a brief explanation of each deponent's location, his or her involvement in the matter and the purpose of the proposed deposition. COMPANY expects you to give particular attention to exercising appropriate budgetary restraints in connection with discovery conducted in routine or small matters.

3. Settlement Offers. Settlements and settlement strategy must be discussed with and approved by a member of the COMPANY Legal Staff. You should, therefore, communicate all settlement offers to a member of the COMPANY Legal Staff as soon as possible to afford him or her as much time as possible to obtain any settlement authority that may be required.

4. Legal Research. In general, COMPANY does not pay for computer-aided research, but expects the costs of any such research aides to be reflected in the firm's hourly or other agreed upon rate. In some circumstances, charges for computer-aided research may be approved for payment, but only if the matter is discussed and approved in writing in advance by a member of the COMPANY Legal Staff and the firm is required to pay for such specific computer-aided research (i.e. the firm does not pay a flat monthly or other rate). When you have been authorized to bill such charges, they should not exceed the amount you incur for the underlying computer service. Similarly, charges for computer professionals involved with research or other projects are inappropriate. If COMPANY approves the use of computer-aided research, the only personnel-related charges COMPANY will pay are the actual time attorneys or paralegals spent performing the research. Unless otherwise agreed, COMPANY expects to receive copies of all research (and memoranda) paid for by COMPANY.

5. Media Inquiries. Without the prior written approval of a member of the COMPANY Legal Staff, outside counsel and its employees are not authorized to contact or comment to the media or respond to media inquiries with respect to specific matters which counsel is handling for COMPANY or to counsel's representation of COMPANY. Any media
inquiries should be responded to with a "No comment" statement and immediately reported to a member of the COMPANY Legal Staff. In addition, prior written approval of a member of the COMPANY Legal Staff is required prior to any firm publishing in any manner (e.g. client alert’s, posting to the firm’s web site) the results of any matter in which the firm represents COMPANY or the fact that it represents COMPANY.

6. Pleadings. The COMPANY Legal Staff seeks to have an active role in all litigation involving COMPANY. Among other things, COMPANY Legal Staff expect to review and revise, if necessary, legal pleadings that are to be filed in court or similar forums on behalf of COMPANY. Accordingly, drafts of all pleadings must be electronically transmitted to the applicable member of the COMPANY Legal Staff as soon as possible but in any event not less than two (2) business days prior to the filing deadline for such pleadings. You should allow even more time for major/significant briefs or other pleadings. The applicable member of the COMPANY Legal Staff will make every effort to review, revise (if necessary) and return the draft pleadings to outside counsel in sufficient time to permit incorporation of any changes.

7. Budgets. When requested by a member of the COMPANY Legal Staff, outside counsel working on a litigation matter (and such other matters as a member of the COMPANY Legal Staff may request) for COMPANY will prepare a budget within 30 days after being engaged to work on a matter. The budget should identify activities and actions that counsel anticipates will take place in connection with the matter. A litigation budget should, at a minimum, include the following line items: fact investigation and strategy; pleadings and motions; discovery; witnesses; trial; and appeal. The budget should also include an estimated timeline. Actual expenses incurred will be tracked and reported by outside counsel on a monthly basis. Outside counsel should submit with its monthly invoice (i) the traditional detailed narrative of work performed on the matter on a daily basis and (ii) if a budget is required, an updated version of the budget showing amount billed during the month allocated to the appropriate budget line items as well as a cumulative total. Budgets should not include outside counsels’ opinions regarding liability exposure or potential outcome of the matter unless requested by COMPANY Legal Staff.

COMPANY Legal Staff may also request that outside counsel working on a litigation matter (and such other matters as a member of the COMPANY Legal Staff may request) for COMPANY also prepare its confidential assessment of the estimated potential liability (or range of liability) to COMPANY arising from such matter. In addition, COMPANY Legal Staff may request outside counsel to provide its opinion as to whether the potential liability arising from such matter is “probable”, “reasonably possible” or “remote” (see Statement of Financial Accounting Standards No. 5, Accounting for Contingencies, Financial Accounting Standards Board, March 1975).

Such budgets and potential liability assessments will, among other things, enable COMPANY Legal Staff and the COMPANY Chief Financial Officer to establish appropriate reserves for such matters on COMPANY’s books and records. COMPANY Legal Staff will monitor the monthly expenses incurred and variances from the budget. In the event outside counsel believes that the budget will be exceeded (either with respect to a material line item or on an aggregate basis), it is the responsibility of outside counsel to contact the applicable member of the
COMPANY Legal Staff. Inside and outside counsel should discuss the situation and assess the cause of the negative variance and what, if any, corrective action, is appropriate. In the event legitimately unforeseen circumstances have arisen, the parties should revise the budget as necessary. In the event legitimately unforeseen circumstances have not arisen, the budget should not be revised. Once a negative variance is reached with respect to the aggregate budgeted amount, COMPANY expressly reserves the right to pay the firm seventy-five percent (75%) of the fees and expenses incurred over and above the original budgeted amount. For example, if a budget is prepared in connection with a litigation involving a simple contract dispute and the agreed budget is $50,000 (and no unforeseen circumstances have arisen), once COMPANY has paid the firm $50,000 in accordance with the budget, COMPANY reserves the right to pay the firm 75% of amounts in excess of the total original budgeted amount.

B. **Other Matters**

For other types of legal matters (e.g. corporate governance, transactions, “workouts”, securities work), please refer to the applicable supplemental policies of procedures, if any, or the engagement letter for each particular matter for which you are engaged.

III. **Fees; Invoice Procedure; Auditing.**

A. **Rates.** Unless explicitly agreed otherwise, COMPANY expects your firm's charges to be based on hourly rates applicable to the attorneys and paralegals involved in the matter as communicated to COMPANY. COMPANY’s Legal Staff must approve any requested rate change and the effective date of such rate change. COMPANY does not expect a firm's hourly rates to be adjusted any more frequently than annually. COMPANY will not pay hourly rates or otherwise pay expenses for summer interns, secretaries, librarians, or any persons other than lawyers and paralegals. The number of hours for a lawyer or paralegal set forth on an invoice must be only the hours spent by the person identified for the services described on the detail sheet. Hours must accurately reflect the time actually spent on the described activity and must either be the exact amount of time or the exact time rounded up or down, as the case may be, to the nearest one-tenth of an hour (unless COMPANY Legal Staff approves a different time period). Any deviations from the above must be clearly set forth in the applicable engagement letter.

Notwithstanding the foregoing, the COMPANY Legal Staff encourages counsel to recommend competitive billing arrangements other than hourly rates. Discounted flat rates, capped rates, blended rates, fixed charges, volume based discounts, “all-in” hourly rates, and multi-tiered rate structures are among the kinds of potentially cost-effective, competitive billing arrangements COMPANY will consider. Any such alternative fee arrangement must be discussed with and agreed to in writing by a member of the COMPANY Legal Staff.

B. **Invoice Procedure.** Unless otherwise agreed to by a member of the COMPANY Legal Staff, billings for legal services should be sent on a monthly basis to the applicable member of the COMPANY Legal Staff. COMPANY reserves the right to require that all invoices be submitted in a prescribed electronic format. All invoices should be submitted within 30 days after the end of the month in which the services were performed or the expenses were incurred.
Only original invoices should be submitted. All invoices must be reviewed by and signed by the lead counsel working on the matter. Though it may be unnecessary to state it, COMPANY's expectation is that its counsel's invoices will include only time actually spent on a matter. Time that is devoted to a task that is unreasonable or excessive in light of our expectations or the work accomplished does not constitute an appropriate basis for a fee, as described in ABA Ethics Opinion 93-379, dated December 6, 1993. Submission of an invoice constitutes a certification that the services and disbursements set forth therein were reasonable, in the context of the proceeding involved, and necessary for the provision of the called-for legal services. Unreasonable amounts as to either category should be reduced appropriately prior to submission of the invoice to COMPANY.

The following billing guidelines will apply to all invoices:

- No “block billing”. Every legal task must be billed separately (indicating the time spent on each task). It is unacceptable for all activities to be listed with an aggregate time entry for all activities.
- Research of more than one hour. Time entries with respect to such authorized research must summarize the issue(s) being researched.
- All billable tasks must require legal acumen. Lawyers and paralegals should do lawyer and paralegal work. Billable time should not include time submitted by legal secretaries, case clerks, etc.
- Leverage your experience. We expect our counsel to utilize to the extent possible existing forms, documents, research, etc. in order to more effectively render legal services on behalf of COMPANY.
- Filing. COMPANY will not pay for uploading of information to an electronic “workroom” or for filing or reorganizing hardcopies of documents.

In addition, each invoice (which should relate to only one (1) matter) submitted to COMPANY must contain at least the following information:

1. the matter name designated by COMPANY in the applicable engagement letter clearly set forth on the first page of the invoice;
2. the current status of the matter (i.e. pending or closed);
3. the name, status (partner, associate, paralegal), and billing rate of each professional working on the matter;
4. a detailed description of the type of work being performed by each individual and the amount of time expended to complete each task;
5. the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
6. an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
7. any discounts applied to the billed fees.
For year-end accounting purposes, bills for the period ending November 30 must be received no later than December 10 and estimates of December billings should be submitted to the applicable COMPANY Legal Staff attorney no later than December 15 of each year.

C. Auditing. COMPANY reserves the right to audit all bills presented for payment or actually paid by COMPANY. For this purpose, COMPANY may use in-house auditors or the services of an independent auditor. COMPANY agrees to give outside counsel not less than seven business days' notice of any such audit.

In the event outside counsel's bills are audited, COMPANY will not pay any costs incurred by outside counsel in responding to reasonable audit requests or for time spent with the auditors. Outside counsel will make all necessary receipts and records available to COMPANY and its auditors for this purpose.

D. Prompt Payment. COMPANY will pay all undisputed invoices for legal services not later than 60 days after COMPANY’s receipt of the invoice. However, in addition to any other discounts or other fee arrangements that may exist, COMPANY reserves the right (after consultation with the applicable firm) to reduce the outstanding amount of an undisputed invoice for legal services submitted by a firm: (1) by up to a total of three percent (3%) provided that COMPANY pays such undisputed invoice within 60 days of receipt, and (2) by up to a total of five percent (5%) provided that COMPANY pays such undisputed invoice within 20 days of receipt. To facilitate such prompt payment, COMPANY may request that the applicable firm provide wire transfer or other electronic payment instructions.

IV. Charges and Disbursements.

A. Charges.

(1) If your firm does not charge COMPANY an "all-in" hourly rate, in addition to fees for legal services, COMPANY will reimburse the firm for the charges set forth below which are reasonable, required for the effective resolution of the matter, and charged to COMPANY in accordance with these policies and procedures. Unless otherwise agreed by the COMPANY lawyer responsible for the matter, COMPANY will not reimburse other charges or the charges shown below in amounts greater than the amounts shown. Examples of non-reimbursable charges are: conference room charges; word processing charges; computer based research; printed page charges; "marked up" (i.e. an amount more than the actual cost to the firm) or "flat" (i.e. a fixed amount despite the fact that the actual cost is less than the charged amount) telephone or courier charges; telephone charges including fax charges; or other equipment or service use. All charges must be itemized, including quantity and cost per page for photocopies and telexcopies.

(2) The following are approved charges and maximum rates:

- Photocopies................................................. $0.10 per page

- Courier/Messenger............... actual charge net of any discount
B. Disbursements.

(1) COMPANY will reimburse your firm for disbursements that are reasonable in amount and necessary to the effective handling of a matter in accordance with these policies and procedures. Any disbursements not made and invoiced in accordance with these policies and procedures will result in the applicable invoice being returned to your firm.

(2) Special Counsel; Co-counsel; and Local Counsel. COMPANY does not generally use special counsel, co-counsel, or local counsel. If you believe that such "other" counsel is required or highly advisable and will promote the successful resolution of the matter, you should consult with a member of the COMPANY Legal Staff. If, after obtaining approval by the COMPANY Legal Staff, you engage "other" counsel, actual fees charged, charges incurred and disbursements made by such "other" counsel should be handled in one of two ways:

- If your firm disburses the amount invoiced by such "other" counsel and seeks reimbursement from COMPANY, each invoice submitted by your firm seeking reimbursement must show as a disbursement the payment to the firm and each invoice must identify in the detail sheets the name of the COMPANY Legal Staff member who authorized the retention of such "other" counsel and attach copies of the "other" counsel's invoice supporting the disbursement made by your firm.

- If COMPANY agrees to directly disburse the amount invoiced by such "other" counsel, send the original invoice directly to COMPANY. The COMPANY matter number and name together with the name of the COMPANY Legal Staff member approving the retention must accompany the invoice.

(3) Expert Witnesses and Consultants. As noted above, the hiring of expert witnesses or other consultants must be approved by the COMPANY Legal Staff. You are responsible for hiring the expert witness or consultant. Invoices should be forwarded directly to you by the expert witness or consultant. After reviewing and approving the invoice from the expert witness or consultant, you should forward the approved invoice to the COMPANY Legal Staff for processing and payment.

(4) Overtime. Generally, COMPANY does not reimburse firms for overtime. However, if a member of the COMPANY Legal Staff prior to the incurring of overtime has knowingly and expressly authorized overtime work by firm personnel who are not lawyers or paralegals, COMPANY will reimburse the firm actual amounts of overtime paid by the firm if the following requirements are met: (a) the overtime payment by the firm must be required by law; and (b) the invoice showing the disbursement must show the names of the firm support staff who have been paid, the hours of overtime, the amount of the overtime payment, and the name of the member of the COMPANY Legal Staff who authorized the overtime work.

(5) Out of Town Travel. COMPANY will reimburse coach class travel and reasonable hotel and food charges for trips necessary to perform legal services requested. Only that time that a lawyer and/or paralegal spends performing substantive legal services for COMPANY
during a trip may be billed to COMPANY. If a lawyer or paralegal performs services for more than one client during the trip because travel was also required to represent the other client, the travel expenses must be divided equally among the clients. If the total expenses of the trip will exceed $1,000 a member of the COMPANY Legal Staff must approve the trip and expenses in advance. Regardless of amount, travel expenses must be itemized in the detail sheets of the invoice showing the name of the person traveling, the destination, dates and reason for travel. If a particular expense exceeds $25, a copy of the service provider's invoice must be attached to your invoice.

(6) Other Disbursements. For disbursements other than those described above, your firm should disburse the expense, show the disbursement to be reimbursed on the next invoice and a copy of the service provider's invoice which your firm paid if the expense exceeds $25. If the expense is $25 or less, prior COMPANY Legal Staff approval is not required. Mileage expenses shall be those actually incurred and reimbursement at a rate not to exceed the per mile charge allowed by the Internal Revenue Code. The detail sheets must show the number of miles, the reimbursement rate and the name of the person who was reimbursed.

V. Feedback and Best Practices.

COMPANY and the COMPANY Legal Staff seek to establish and maintain long-term relationships with those firms that are selected to represent COMPANY. Toward that end and in order to maximize the effectiveness of legal representation of COMPANY, both inside and outside counsel must make every effort to make their expectations known and otherwise communicate effectively among inside and outside counsel and with business representatives. The COMPANY Legal Staff will endeavor to provide outside counsel with timely, meaningful feedback on outside counsel's performance with a view toward enhancing such performance for the benefit of COMPANY. Likewise, outside counsel are encouraged to provide the COMPANY Legal Staff with timely, meaningful feedback on the COMPANY Legal Staff's performance.

The COMPANY Legal Staff is, and COMPANY's outside counsel must be, committed to increasing the efficiencies in how we operate, improving the quality and consistency of our results, and promoting teamwork and trust among our inside and outside legal staff. Accordingly, the COMPANY Legal Staff and outside counsel should work together on a continuous basis to identify "best practices" in such areas as: planning, staffing and fee management; communicating about risk; knowledge capture and re-use; discovery and document management; and project status reporting and communication. Once identified, such "best practices" should be implemented by inside and outside counsel so that working together their ability to represent COMPANY's interests is enhanced.

VI. Conflicts of Interest.

COMPANY expects that law firms it retains will not represent parties whose interests are adverse to those of COMPANY. This includes parties whose interests are adverse to those of a subsidiary or affiliate of COMPANY. COMPANY will consider, on a case-by-case basis, requests from its legal counsel that it waive such a conflict and acquiesce in that counsel's
representation of another client against the interests of COMPANY or COMPANY’s subsidiary or affiliate. COMPANY interests must be paramount in the eyes of its legal counsel (except to the extent expressly set forth in a writing signed by an attorney on the COMPANY Legal Staff.

Any conflicts (or potential conflicts) must be brought to the attention of the applicable member of the COMPANY Legal Staff and it is incumbent on COMPANY’s outside counsel to identify such matters and bring them to the COMPANY Legal Staff attorney’s attention. If such a conflict predates COMPANY’s retention of counsel, such conflict must be brought to the attention of the applicable member of the COMPANY Legal Staff at the commencement of the engagement and the consent of the client whose interests are adverse to those of COMPANY must be obtained. If such a conflict arises or becomes known subsequent to the commencement of the engagement, counsel must bring it to the attention of the applicable member of the COMPANY Legal Staff as soon as reasonably practicable. No waiver of a conflict (or potential conflict) will be binding upon COMPANY unless a member of the COMPANY Legal Staff signs it. COMPANY will not pay for time spent by your firm in identifying, reviewing or analyzing potential conflicts of interest or obtaining waivers of such conflicts.

VII. Attorney-Client Privilege; Confidentiality.

COMPANY expects its counsel to represent it in such a way as to preserve the attorney-client privilege. Counsel in a matter should advise COMPANY Legal Staff, directors, officers, employees or agents of appropriate safeguards to follow when advisable to protect this and any other applicable privilege. Only a member of the COMPANY Legal Staff (and not a COMPANY officer) is authorized to waive the attorney-client or any other privilege as to COMPANY and then only in writing.

In addition, counsel for COMPANY may receive in the course of representation inside or confidential information concerning COMPANY, its business, its plans, its policies and procedures, its customers, its affiliates, and third parties. Counsel must take appropriate safeguards to ensure that only those individuals with a need to access such information have access to such information and that these individuals understand and observe the confidential nature of the information. Further, counsel is expected to ensure that inside or confidential information is protected and is not used or communicated in violation of securities or other applicable laws and regulations, or contrary to any applicable agreements or ethical standards. In communicating with COMPANY electronically, counsel should treat all non-encrypted e-mail and Internet messages as public and not confidential.

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CONTACT INFORMATION

General Counsel, COMPANY Global:

NAME
STREET ADDRESS
CITY, STATE ZIP
(O) +1-___________
(M) +1-___________
(F) +1-___________
first.last@COMPANY.com

Assistant: NAME
(O) +1-___________
(F) +1-___________
first.last@COMPANY.com

Regional/Business General Counsel:

North America:

NAME
COMPANY America LLC
STREET ADDRESS
CITY, STATE ZIP
(O) +1-___________
(M) +1-___________
(F) +1-___________
first.last@COMPANY.com

Assistant: NAME
(O) +1-___________
(F) +1-___________
first.last@COMPANY.com

Europe:

NAME
STREET ADDRESS
CITY, STATE ZIP
(O) +1-___________
(M) +1-___________
(F) +1-___________
first.last@COMPANY.com
Assistant: NAME
(O) +1-__________
(F) +1-__________
first.last@COMPANY.com

General Counsel, Financial Services:

NAME
COMPANY Capital America LLC
STREET ADDRESS
CITY, STATE ZIP
(O) +1__________
(M) +1__________
(F) +1__________
first.last@COMPANY.com

Assistant: NAME
(O) +1-__________
(F) +1-__________
first.last@COMPANY.com