

## ATTORNEY-CLIENT PRIVILEGE POLICY

### 1.0 PURPOSE

\_\_\_\_\_ (“Company”) utilizes both the resources of internal (Company employees) and outside attorneys and legal team members to support the legal needs arising from our business operations. Communications with legal team members and work product created by attorneys are the subject of rules which protect such information from disclosure. The benefits of these protective rules (much like those in place between a doctor and patient) are designed to protect against disclosure to others (i) the communications between Company employees and our legal team, and (ii) certain of the work produced by legal team members, which can only be fully preserved if all employees understand the nature of what is referred to as “Attorney-Client Privilege” and “Attorney Work Product.” In this policy, these two doctrines are together referred to as the “Privileges.” The purpose of this policy is to provide a basic understanding of precisely what these Privileges are and articulate the manner in which all employees can ensure that they are preserved. All Company employees and consultants must adhere to this policy.

If you have questions about this policy, please send an email to the attorney supporting your organization.

### 2.0 OVERVIEW OF PRIVILEGE

For purposes of this policy, an “*attorney*” means any member of the Company in-house legal team as well as any attorney (and their staff members) not employed by Company but assisting a Company attorney, employee, or contractor in a particular transaction or matter. A “*client*” means any employee or contractor of Company who is communicating with an attorney regarding a specific transaction or matter.

There are two goals sought to be achieved by these Privileges. The first is to assure that clients are able to candidly reveal all relevant facts and circumstances when discussing issues with their attorneys. The second is to afford attorneys confidence that their work product resulting from their analysis of legal issues will not be disclosed to the other side in a transaction or to other third parties. The rules of privilege maintain the confidentiality of these items and in turn allow Company to protect its proprietary information as well as its ability to adequately obtain and disseminate confidential legal advice.

### 3.0 THE ATTORNEY-CLIENT PRIVILEGE

The Attorney-Client Privilege protects as confidential the communications (in any form, *e.g.*, written, verbal, or electronically transmitted) between an attorney and a client (the “Attorney-Client Communications”). When a client seeks legal advice from an attorney, the Attorney-Client Privilege requires that any resulting Attorney-Client Communications be permanently protected from disclosure unless the client waives the protection. Practically speaking, this means that should a dispute ever arise between Company and a third party, the third party (or any court or government agency) will not have the right to

require Company or the attorney to disclose the specific Attorney-Client Communications that relate to the subject matter of the dispute.

For the Attorney-Client Privilege to apply, you and the Company attorney must take steps to maintain the confidentiality of each of your Attorney-Client Communications. Those steps include avoiding disseminating the communication to anyone without a direct need to know. If appropriate steps are not taken, this privilege might be presumed waived by you. You could inadvertently waive this privilege without knowing that you are doing so. For instance, if an attorney provides you with advice about a particular issue and you then forward the attorney's comments to the **other** (non-Company) party involved in the transaction or any other third party, you have waived the Attorney-Client Privilege for that communication because you have not treated the communication as confidential. In short, disclosure to anyone other than the attorney or necessary Company employees and consultants risks loss of the privilege.

#### **4.0 THE ATTORNEY WORK PRODUCT PRIVILEGE**

A second privilege, the Attorney Work Product Privilege, protects the confidentiality of documents or other tangible items that are prepared by an attorney and which reflect the attorney's impressions, conclusions, opinions and theories regarding a particular transaction or matter (the "Attorney Work Product"). The purpose of this privilege is to protect the privacy of an attorney's thinking and strategy. Generally, all Attorney Work Product will be kept permanently confidential unless the Attorney Work Product Privilege is waived by a client. Like the Attorney-Client Privilege, it can be waived unknowingly by a client if a client discloses the Attorney Work Product to a third party or otherwise acts in a manner that indicates that the he or she is not concerned about the confidentiality of the Attorney Work Product.

#### **5.0 PROCEDURES AND REQUIREMENTS**

It is important that Company employees and contractors take affirmative steps to maintain the protections afforded by both the Attorney-Client Privilege and the Attorney Work Product Privilege. Therefore, to ensure that these privileges are maintained, you should comply with the following procedures:

1. Do not forward or disclose any Attorney Work Product or Attorney-Client Communications to any non-Company third party unless the attorney expressly states that it can be forwarded or disclosed to the third party.
2. If an attorney labels something as Attorney-Client Privileged, honor and retain the designation. However, even if not labeled, err on the side of caution and do not disseminate documents and opinions from attorneys. For example, if an attorney adds comments addressed to you in a document draft, do not send that version with Company's attorneys' comments to the other party.
3. Even within Company, you should forward and disclose Attorney Work Product and Attorney-Client Communications only to other Company employees and contractors that have a need to know its content.

4. To help prevent inadvertent disclosures, be sure to keep privileged documents separated from those that are not privileged. For example, do not forward email threads containing communications from an attorney to non-Company personnel and do not copy, or “cc,” non-Company personnel on an outbound email communication you send to an attorney.
5. Let the attorney with whom you are working know in advance if there are any participants in a telephone, video or in person conference who are not part of the Company team.
6. Be sure to identify consultants. We have many consultants with Company badges and Company e-mail addresses who may be the very same “third party” with whom we are negotiating.
7. If you discover that there has been any inadvertent disclosure or other breach of the privilege, please contact the attorney with whom you are working immediately.
8. If you are uncertain whether a particular communication can or should be disclosed to a particular third party or other Company employee or contractor, please raise the issue with the attorney with whom you are working before making any disclosure.
9. Avoid commenting on legal issues or making statements which render legal opinions (*e.g., this “infringes”*), unless you are communicating directly and exclusively with a Company attorney.