



3. Many of these Joint Materials are protected from disclosure to adverse or other parties as a result of the attorney-client privilege, the attorney work-product doctrine, and/or other applicable privileges, immunities or confidentialities.

4. Counsel understand and agree that these exchanges will not diminish in any way the privileged and confidential nature of such Joint Materials. Counsel also understand and agree that any disclosure of Joint Materials between and among Counsel will not constitute a waiver of any otherwise available privilege, immunity or claim of confidentiality.

5. Counsel will not disclose, without first obtaining the written consent of all clients who may be entitled to claim any privilege, immunity or confidentiality regarding the material, any Joint Materials received from Counsel to any other person except an attorney, employee or agent for one or more of Counsel's clients.

6. Counsel agree that any and all Joint Materials prepared or shared pursuant to this Agreement shall be used solely with respect to the Litigation and any activity directly related thereto and shall not be the basis for any claims between Counsel or Counsel's clients, even if an adverse interest develops between Counsel or Counsel's clients, or used or disclosed for any other purpose whatsoever, whether related to the Litigation or otherwise.

7. This Agreement may be executed in fax counterparts, each of which shall constitute an integrated and enforceable whole. This Agreement also confirms that, to the extent that Counsel already have been in communication concerning any Joint Materials, or already have exchanged or disclosed any Joint Materials, such communications, exchanges, and/or disclosures have been made pursuant to the joint prosecution and/or common interest privileges and are now subject to this Agreement.

8. This Agreement shall be construed and enforced pursuant to the laws of the State of California without regard to any choice-of-law principles.

**AGREED TO AND ACCEPTED BY:**

**O'MELVENY & MYERS LLP**

By: \_\_\_\_\_  
Justin B. Farar, Esq.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_