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ATTORNEY-CLIENT FEE AGREEMENT

March 24, 2015

VIA EMAIL

Mr. John Jeffrey
General Counsel and Secretary
Internet Corporation for Assigned Names
and Numbers - Cross Community Working Group
on Enhancing ICANN Accountability
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536
john.jeffrey@icann.org

Dear Mr. Jeffrey:

We are pleased that the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), led by the Cross Community Working Group on Enhancing ICANN Accountability ("CCWG"), wishes to engage our firm. This Agreement sets forth the terms and conditions of our attorney-client relationship.

The date at the beginning of this Agreement is for reference only. This Agreement will not take effect, and we will have no obligation to provide legal services, until we receive back a signed copy of this Agreement. The Agreement's effective date will, however, be retroactive to the date we first performed services; that is, March 20, 2015. Even if this Agreement does not take effect, ICANN will be obligated to pay us the reasonable value of any services we have performed for CCWG.

1. Identification of the Client.

This Agreement is between Adler & Colvin, a law corporation, and ICANN. Our client in this matter is ICANN; nevertheless, you have asked that we take direction exclusively from, and provide advice and consultation exclusively to, CCWG. Our communications with you and any other representatives of CCWG have been and will be for the benefit of CCWG, and you and they have related to us and will relate to us solely as agents of CCWG. By your signature below, you confirm that our firm does not represent you individually in this matter, or

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any business that you own or with which you are affiliated, or any individual members of CCWG.

2. Scope of Legal Services

2.1 We will provide legal advice and counsel on nonprofit or tax-exempt organization law as requested and as we may agree to provide from time to time, directly to CCWG through its Legal Sub-team, regarding governance structures, agreements, and processes to achieve accountability with respect to the international multi-stakeholder community served by ICANN. Our primary contact with the Legal Sub-team will be the chair of the Legal Sub-team, currently León Felipe Sánchez Ambía.

2.2 We do not prepare tax return documents for our clients; we do, however, review tax returns of clients when a client specifically asks us to do so. We encourage ICANN to seek advice from accountants who are familiar with preparation of information returns for nonprofit organizations.

3. Duration and Revival of Agreement.

3.1 This Agreement will continue in effect, and will cover the scope of legal services that CCWG requests and that we agree to provide, until either party to this Agreement terminates it by giving the other written notice of termination, or until the matter on which we have most recently advised CCWG is concluded and we have not provided any services to CCWG for a period of six (6) months.

3.2 After this representation terminates, we will not undertake or have a continuing duty to represent ICANN, or keep CCWG informed about any matters, facts, law, or developments, even if they are or may be relevant to the matter for which we were retained.

3.3 In the event this Agreement has terminated pursuant to Paragraph 3.1 above and ICANN wishes to retain us to provide further legal services, we will provide such services as requested so long as we are able and agree to take on the matter. Such "as requested" services will constitute a new representation, which will revive and be governed by this Agreement, at our then-prevailing billing rates.

4. Legal Fees, Costs, and Billing Practices.

4.1 ICANN agrees to pay all fees for legal services and all costs incurred in handling the legal matters described above. The total amount of fees and costs will vary depending on the circumstances. Unless we specifically agree otherwise, any projection of fees or costs we may

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provide CCWG is merely an estimate, not an agreement to perform the services for a capped or flat fee. Our fee schedule for 2015 is attached. As the schedule shows, we charge a range of fees depending on the circumstances. We will initially bill our work for CCWG at \$660 per hour for my time and that of my partner, Gregory Colvin, \$635 per hour for the time of our partner Stephanie Petit, and \$545 per hour for Steven Chiodini, who is of counsel with our firm. These rates represent a 15% discount relative to rates we would otherwise charge clients of similar size to ICANN with equally complex problems.

4.2 We will bill our time in increments of one-tenth of an hour, with a minimum increment of one-tenth of an hour for any work billed. Ordinarily, our bills for legal services consist of the time spent by the biller multiplied by the applicable billing rate. However, the supervising principal may exercise his or her discretion to adjust that time or rate (either up or down) to reflect value billing, taking into account such factors as the complexity or unusual nature of the matter, extraordinary time pressures, the demand for specialized expertise, and the overall value of the services to the client in determining the actual amount to be charged for legal services. We reserve the right to adjust our fee arrangement in future years, which will be reflected in the invoices issued at that time.

4.3 We will bill ICANN for fees for filing documents with governmental agencies, use of computerized legal research, international telephone calls, and similar expenses. To the extent that ICANN provides facilities reducing the costs of international calls, we would of course make use of them. We will not bill for photocopying, local or domestic telephone calls, and facsimile transmissions, which are included in our hourly rates. Any travel would be requested or consented to by ICANN, and we will charge travel costs to ICANN. Where it is appropriate to fly, we would charge for non-stop or minimum-stop air flights, at economy rates when available. As for travel time, we will charge ICANN as follows. For time required to travel from the biller's point of origin (home or office) to the meeting location and return, we will charge ICANN at hourly rates reduced by approximately 15% from the rates described above, unless the biller is actually working on ICANN matters during the travel time, in which case the ordinarily billing rate would apply. We will not bill for travel time spent working on matters for other clients, or while at the destination except while engaged in ICANN work.

4.4 We will send a monthly statement containing a detailed description of services rendered and disbursements incurred through the end of the preceding month. Payment is due upon receipt of the bill. We can generate mid-month progress reports if requested by ICANN. A bill outstanding for more than 120 days from the date of mailing will be subject to a carrying charge of the lesser of one-and-a-half percent per month or the maximum legal rate. In addition, if ICANN fails to pay the bill by the sixtieth day after its date, we may terminate our legal services and demand immediate payment of all unpaid amounts.

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4.5 We request payment of a retainer from new clients upon commencement of legal services. The amount of the retainer for ICANN will be \$25,000. No additional amount shall be owed to this firm unless and until the amount of our services and disbursements exceeds the retainer paid. We will deposit those funds in our general attorney-client trust account. With a general attorney-client trust account, any interest earned is not paid to ICANN, but to the State Bar of California to fund legal services programs. ICANN hereby authorizes us to transfer funds deposited in that account to our general operating account to pay any of our fees and costs that remain unpaid fifteen (15) days after the date we mail or transmit a billing statement covering those fees and costs.

5. Mutual Obligations.

5.1 Mr. Colvin, Ms. Petit, Mr. Chiodini, and I will be the primary attorneys handling ICANN's representation initially. However, since all of the attorneys in our firm specialize in various aspects of nonprofit law, we frequently call upon each other's skills and experience in strategy, research, and analysis in order to give clients the best service in the shortest time. The assignment of employees to work on client matters is within the sole discretion of the firm.

5.2 In reliance on information and responses provided by you or any other authorized representative of CCWG, we will provide legal services to CCWG as requested within our area of practice (nonprofit and tax-exempt organization law), keep CCWG reasonably informed of our progress and developments, and respond to CCWG's inquiries. To enable us to effectively render these services, CCWG agrees to fully and accurately disclose to us all facts that may be relevant to our advice, or that we may request, and to keep us apprised of any changes in facts previously disclosed to us as they occur. CCWG also agrees to promptly respond to our communications and cooperate with our requests. This matter may require a substantial amount of CCWG's time.

5.3 We often communicate with our clients by email, and our clients often request our legal advice via email. This can be extremely efficient, and we are happy to accommodate this. However, please note that email communications are not always reliable. Therefore, if you send an email to us and do not receive a timely response, please telephone us. In addition, we cannot guarantee the confidentiality of email received or sent by us.

5.4 Adler & Colvin retains copies of its client-related paper and electronic files for a period of five (5) years after the termination of a discrete project for a client, or five (5) years after the termination of the attorney-client relationship, whichever comes first. If CCWG would rather take possession of our client files relating to CCWG, it is CCWG's responsibility to notify us within this time period.

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5.5 In general, we are proud of the work our clients do, and we do not regard either the identity of our clients or the existence of our attorney-client relationships as a confidential matter. If CCWG does not wish us to disclose the fact of our relationship with CCWG or ICANN, please let us know.

6. Conflicts of Interest with Other Parties.

6.1 Our firm takes great care to avoid representing conflicting interests among our clients. However, because of the large number of nonprofit organizations, donors, and other clients we represent, potential conflicts may arise. For instance, among the donors and charities we advise, some may engage in grant transactions with each other that may or may not involve our legal counsel.

6.2 We cannot, without ICANN's consent, represent any other party in a matter in which we are simultaneously representing ICANN. Pursuant to the California Rules of Professional Conduct ("RPC") Rule 3-310(C)(1)(2), if two or more of our clients request our counsel on the same or substantially related matters, we either ask each client to consent to our dual representation, or ask one client to agree that we are not their counsel in the matter, or decline to represent any party in the matter.

6.3 For the prudent conduct of our law practice, we need to retain the ability to take unrelated matters for all of our clients simultaneously. Pursuant to RPC Rule 3-310(C)(3), we require a written waiver to represent clients with present, conflicting interests, even if we do not represent both parties in the matter. Therefore, in matters we deem not to be substantially related to the scope of work for which ICANN has engaged us, ICANN hereby agrees that we are free to represent other clients. Although we cannot predict whether this would impact any matter ICANN may have consulted or wishes to consult us about, it is possible that our representation of other clients would cause us to take positions that may be adverse to ICANN. We encourage ICANN to seek independent counsel regarding the import of this consent, if desired, and we emphasize that ICANN remains completely free to seek independent counsel at any time. The signature below will acknowledge that ICANN has had the opportunity to consult with independent counsel, and consents to the waiver set forth in this paragraph.

6.4 We also need to retain the ability to take matters for new clients after ICANN no longer requires our services. If a matter for a new client also involves ICANN, and it is substantially related to our prior work for ICANN, then pursuant to RPC Rule 3-310(E), we require ICANN's written waiver. Although we cannot predict whether this would impact ICANN, it is possible confidential information we learn from ICANN may have an impact on our representation of the new client. Once ICANN no longer retains the services of Adler &

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Colvin, ICANN hereby agrees that we are free to represent any clients, including clients who are adverse to ICANN in substantially related matters. We encourage ICANN to seek independent counsel regarding the import of this consent, if desired, and we emphasize that ICANN remains completely free to seek independent counsel at any time. The signature below will acknowledge that ICANN has had the opportunity to consult with independent counsel, and consents to the waiver set forth in this paragraph.

6.5 Our attorney-client relationship is important to ICANN, CCWG, and to us. Unless both clients consent to dual representation, we cannot disclose a client's confidential information to any other client of ours, even if that information might affect its interests. Similarly, without our other client's consent, we cannot reveal any other client's confidences to ICANN, even if that information might affect ICANN's interests.

6.6 We understand that ICANN wishes to waive any and all attorney-client confidentiality and privileges associated with this representation in order to permit our Firm to transparently and openly provide advice to the CCWG. This is acceptable to us, with the following understandings. ICANN's waiver of the privilege means that we accept and you understand that all of our advice and counsel may be made public by ICANN, regardless of whether we or others may believe that doing so is not in the best interests of ICANN, even where disclosure might breach the fiduciary duty of ICANN's officers, directors, or other agents to the corporation ICANN. Finally, we understand that while we may receive requests for information or opinions concerning matters within the scope of our representation from many different persons associated with ICANN or CCWG, or from the public, we are obliged to respond only as instructed by the Legal Sub-team of CCWG.

7. Arbitration and Attorneys' Fees.

7.1 **Arbitration.** Any dispute with respect to ICANN's liability for fees and costs shall be submitted to arbitration in accordance with the California Business & Professions Code, Section 6200 et seq. If the dispute is not resolved after an arbitration pursuant to Section 6200 et seq., the matter will be submitted to binding arbitration pursuant to California Code of Civil Procedure, Section 1280 et seq.

7.2 **Attorneys' Fees.** In any litigation or arbitration arising out of any fee dispute between the parties, the prevailing party shall be entitled to recover attorneys' fees and costs.

8. Concluding Provisions.

8.1 ICANN may discharge us at any time. We may withdraw from representing ICANN with ICANN's consent, or for good cause without consent. Good cause includes

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ICANN's breach of this Agreement (including failure to pay bills and/or make deposits), refusal to cooperate with us or to follow our advice, or any circumstance that would, in our opinion, render our continued representation of ICANN unlawful or unethical.

8.2 Nothing in this Agreement and nothing in our statements to ICANN or CCWG will be construed as a promise or guarantee about the outcome of any matter for which we have been engaged. We make no such promises or guarantees. All of our statements on any such matters are statements of opinion only.

8.3 This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

8.4 Any understanding that differs from or goes beyond the terms set forth herein must be acknowledged in writing by both client and attorney. Any changes made to this Agreement will not be effective unless and until initialed by all parties.

* * * *

If the terms of this Agreement are acceptable to ICANN, please print two copies, date and sign both, and return one to us, together with ICANN's retainer check. The other copy is for ICANN's files. We require a corporate officer to sign on behalf of a corporation.

We look forward to a pleasant professional relationship with you. If you ever have any questions regarding our representation or any matter addressed in this Agreement, please contact us.

NOTICE TO CLIENTS

DO NOT SIGN THIS FEE AGREEMENT BEFORE READING IT, OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. CLIENTS ARE ENTITLED TO A COMPLETELY FILLED-IN COPY.

The parties to this Agreement have read and understood its terms and those set forth on the attached Rate Schedule and agree to them, as of the date Adler & Colvin, a law

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corporation, first provided services. Each person who signs below agrees to be liable, jointly and severally, for all client obligations under this Agreement.

WHEREFORE, the parties to this Agreement, either in person or through their duly authorized representatives, have signed this attorney-client fee agreement on the date(s) which appear below:

APPROVED AND ACCEPTED:

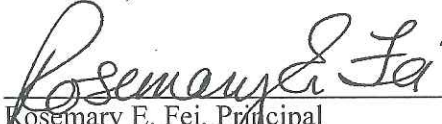
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By:  _____ Date: 25 March 2015
John Jeffrey,
General Counsel and Secretary

CROSS COMMUNITY WORKING GROUP ON ENHANCING ICANN ACCOUNTABILITY
- LEGAL SUB-TEAM

By: _____ Date: _____
León Felipe Sánchez Ambía,
Chair

ADLER & COLVIN, A LAW CORPORATION

By:  _____ Date: March 24, 2015
Rosemary E. Fei, Principal

*Adler & Colvin
Rate Schedule
2015*

Person	Standard Rate
Principals	\$510 - \$775
Of Counsel	\$475 - \$640
Associates	\$290 - \$635
Paralegals and Support Staff	\$150 - \$360

We recognize that some clients may prefer a flat fee or task billing arrangement, and we are pleased to consider any reasonable alternatives to hourly rate billing. Where appropriate, we will negotiate premium rates.

The rates outlined above include most internal costs, such as telephone, fax, copying, and postage charges.

This fee schedule is effective as of January 1, 2015, and replaces all prior versions.