

# LUBRINCO

## How LUBRINCO Does Business

LUBRINCO, at your request, may from time to time provide services to you. This *Memorandum of Understanding* is intended to clarify how you and we will do business, and to avoid misunderstandings.

1. Each job will be defined separately. The objectives and scope of work of each job, as well as estimated time and costs, will be agreed upon between us. If we discover that the work will exceed our estimates, we will give you revised estimates. Work based on these revised estimates will proceed only after we receive permission from you to continue.
2. You will be billed for work we do based on time and costs, according to the attached confidential schedule of hourly rates (if we update the price list, we will give you the new one), or as we otherwise agree between us. All job-related time and costs encountered by us during the job will be reimbursable by you. Payment on invoices is due on receipt, not in 30 days.
3. Because much of the work we do is done in places where people insist on getting paid in advance, we will ask you to either pre-pay costs that may be reasonably predetermined (such as travel, food and lodging, fees, and other foreseeable expenses) as well as estimated time charges, or pay a finance charge.
4. We will give you status reports as we agree to be appropriate when we determine the scope of the job. We will give you a written report of our findings within ten days of our finishing the job, or as otherwise agreed upon between us. It is important to understand that, because of the nature of the work we do, we cannot guarantee the results or outcome.
5. When we finish a job, or as we otherwise agree, we will give you our final invoice, and our expense reports and receipts. If our estimates were high, we will return any left over money with the invoice.
6. We will hold confidential all nonpublic information we get from you or develop for you, and will not discuss or release any such information without your permission. If we are forced to disclose this information by some government authority, we will tell you, unless we are forbidden to do so by law.
7. The work we do for you will be undertaken with discretion and according the laws of jurisdictions in which are working, as well as in accordance with the objectives and scope of work of each job. Should we, because of activities undertaken on your behalf, be sued or face other legal costs, be subpoenaed or required to appear in court or be required to make depositions or attend administrative hearings, you will be responsible for all of our associated time and costs.
8. In case of what are normally considered Acts of God, including natural disasters, pandemics, terrorism, and war, both your and our obligations will be put on hold until we mutually agree on how to proceed.
9. We like to think that there will never be disputes between us over work we do for you, but if there are, we each agree that they will be settled by binding arbitration under the rules of the American Arbitration Association in New York County, NY.

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Richard B. Isaacs  
Executive Vice President  
The LUBRINCO Group

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