

CHAFFETZ LINDSEY LLP    MARTIN J. AUERBACH, ESQ.

June 24, 2015

VIA EMAIL

Mr. Sergio Jadue  
Presidente  
Asociación Nacional de Fútbol Profesional – Chile  
Av. Quilín 5635  
Peñalolén, Santiago  
Chile

Asociación Nacional de Fútbol Profesional – Chile  
Av. Quilín 5635  
Peñalolén, Santiago  
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Re:    Engagement Agreement for Chaffetz Lindsey LLP/Martin Auerbach

Dear Mr. Jadue and ANF:

Chaffetz Lindsey LLP (the "Firm") and Martin Auerbach (collectively "co-counsel") are pleased to provide legal services to Asociación Nacional de Fútbol Profesional – Chile ("ANF") and Mr. Sergio Jadue (each individually the "Client" or collectively as "Clients") in connection with the indictment in and ongoing investigation related to *United States v. Webb, et al.* (the "FIFA Indictment") in (the "Engagement").

We have prepared this Engagement Letter, as required by New York law, and our attached standard Terms of Engagement, to specify the scope of our Engagement and to set forth our practices and policies on fees, billing, collection, conflicts, and other material terms of the Engagement.

**Scope of the Representation**

The scope of the Engagement is to provide legal advice and representation to the Clients in connection with the FIFA Indictment and potential proceedings against either or both of them arising from the same subject matter.

We represent each of ANF and Mr. Jadue. Our representation of Mr. Jadue and payment of our fees incurred in the course of that representation are not dependent upon his being employed by ANF and will continue regardless of whether Mr. Jadue remains employed by ANF.

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Unless otherwise agreed, we are not being engaged to represent any subsidiaries or affiliates of ANF or any individual directors, officers, employees, or shareholders of ANF, other than Mr. Jadue. However, in acting as counsel to the Clients in connection with the Engagement, we expect that we may provide information and advice to directors, officers, or employees of ANF in their corporate capacities.

#### **Proposed Team**

Chaffetz Lindsey and Martin Auerbach will act as co-counsel in the Engagement. Because of his skills and experience in the field, Martin will direct all aspects of the team's Phase I work (described below), and will lead and direct our team's work thereafter, including any potential future interaction with the Government. Chaffetz Lindsey will provide support to Martin in these efforts. Should the scope of our engagement expand to include commercial or civil law issues Chaffetz Lindsey may direct work on those matters in continued cooperation with Martin.

The primary team for the Engagement will consist of Martin, and Chaffetz Lindsey partners Anibal Sabater, and Jennifer Permesly. Peter Chaffetz will also provide strategic support and be available for direct participation as circumstances may require. As needed, Chaffetz Lindsey will rely on associates, as well as paralegals, to assist with this matter.

#### **Fees, Expenses, and Billing Practices**

Our representation is subject to the enclosed Terms of Engagement.

We have agreed that our work will proceed in two phases. The scope of Phase I is set forth in the Work Plan accompanying this letter and, unless otherwise agreed, will end upon the earlier of the date of completion of the tasks set forth in the Phase I Work Plan, or September 15, 2015. We have agreed to a flat fee of \$250,000 for Phase I.<sup>1</sup> The flat fee will include our reasonable out-of-pocket costs and expenses, as well as our travel expenses for up to two visits to Chile during the months of July and August. Should it become necessary to use a document review platform in order to conduct document review, this expense would not be included in the Phase I flat fee, as it is an expense that relates to the life of the case. We would discuss this expense with you before incurring it.

Any work that is requested by the Clients that falls outside of the Work Plan for Phase I will be billed at our hourly rates set forth in the attached Schedule A. We will endeavor to discuss with you any work that we consider to fall outside of the scope of Phase I prior to incurring fees for that work.

Upon the close of Phase I, we will be prepared to negotiate an alternative fee arrangement for Phase II. Pending such agreement, we will bill at the rates set forth in Schedule A.

<sup>1</sup> Phase I will include the review of up to 15,000 documents, which we currently understand should be fully sufficient to complete that phase. If the review of additional documents is required to complete the Phase I work, we will consult with you on the cost of that work before undertaking it.

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All fees and expenses will be invoiced by Chaffetz Lindsey LLP, and those invoices will include the fees and expenses related to work performed by the Firm and by Martin Auerbach. We will direct our invoices to ANF at the address you provide.

Although we will direct all invoices to ANF, ANF and Mr. Jadue are jointly and severally liable for payment of our fees.

We require an initial payment of \$125,000 to begin work on this matter. The balance of \$125,000 would be due 30 days after the date of the initial payment.

#### **Potential Conflicts – Disclosure and Waiver**

Based on the information available to us at this time, we do not believe that receiving joint instructions from the Clients involves a conflict of interest. This is because the Clients currently share a commonality of interest in a successful defense against allegations in the FIFA Indictment. Both Clients recognize and agree that they have a mutual interest in jointly instructing Chaffetz Lindsey LLP and Martin Auerbach.

However, the Clients acknowledge the risk that there may come a time in the future when their interests and/or objectives diverge, such that a potential conflict of interest may arise. As such, the Clients acknowledge and accept the following:

- Confidences disclosed to the Firm and/or Martin Auerbach by any one of the Clients pursuant to this joint Engagement cannot be withheld from the other Client to the Engagement.
- Any privileged communications between any one Client and the Firm (while protected from disclosure as to any party who is not a Client) will not be considered privileged as to the other Client. Therefore, each Client recognizes and agrees that, in any future dispute that may arise between them, no Client will be able to assert the attorney-client privilege against the other Client with respect to any privileged communications made in the course of the Engagement while both parties remain Clients. Each Client recognizes the right to employ separate counsel now, or at any later time.
- We cannot act on conflicting instructions. The Clients therefore agree to provide us with a common set of instructions as to the Engagement.
- Both Clients recognize and agree that the Firm may not be able to act for either of them in any future dispute between the two of them arising out of the issues involved in the Engagement.
- Should a divergence of objectives arise among the Clients over the course of the Engagement, we will have to address the resulting conflict through further disclosure and potentially through waiver of such conflict. If the resulting conflict cannot be resolved

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through waiver or otherwise, then one or both of either Chaffetz Lindsey or Mr. Auerbach must withdraw from the representation of one or both of the Clients.

\* \* \*

If the contents of this letter and the attached Terms of Engagement meet with your approval and accurately reflect your understanding of this agreement with the Firm, please sign this Engagement Letter as well as page 3 of the Terms of Engagement attached below, and return the document to me by mail, pdf, or facsimile.

Thank you again for choosing Chaffetz Lindsey and Martin Auerbach to assist you. We value the opportunity to work with you and your team and look forward to resolving this matter expeditiously.

Sincerely,

Anibal Sabater

Martin J. Auerbach

cc: Peter Chaffetz/Jennifer Permesly

Terms agreed:

**ASOCIACIÓN NACIONAL DE  
FÚTBOL PROFESIONAL**

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SERGIO JADUE**

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attach. Schedule A  
Terms of Engagement

Encl. Work Plan: Phase 1

**TERMS OF ENGAGEMENT**

We appreciate your decision to retain Chaffetz Lindsey LLP (the "Firm") as your legal counsel. Our aim is to provide you with legal services of the highest quality. To achieve this, it is important that we and our clients share an understanding of the basis on which we provide our services. This document explains the policies and practices that apply to our Engagement.

1. *Scope of Engagement*

Our representation is limited to the matter identified as the "Engagement" in the accompanying letter (the "Engagement Letter") and you understand that the Firm is not your general counsel. We would be pleased to consider representing you in other matters designated by you. However, for any new matters, we must first confirm that we will be able to expand the scope of the Engagement as you request, and then provide you with written confirmation as to our agreement. Unless otherwise agreed in writing, the terms set forth in these Terms of Engagement shall apply to any new matter.

In all matters in which we represent you, we will provide services of a strictly legal nature. You will not rely on us for business, investment, or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal. You will provide us with the factual information and materials we require to perform the services contemplated by the Engagement.

2. *Charges for Legal Services*

As agreed, our fees for professional services for this Engagement are set out in the attached Engagement Letter.

3. *Costs and Disbursements*

Our agreement as to costs and expenses is reflected in the attached Engagement Letter.

4. *Retention of other experts and lawyers in other jurisdictions*

During the course of the Engagement, it may be necessary to retain one or more experts outside the firm, such as accountants, consultants, or counsel in other jurisdictions. We will discuss this with you at the appropriate time, including who might be suitable and the costs likely to be involved.

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Because there are privileges that may apply to services that an attorney requests from a third party, it may be advisable for the Firm to assume responsibility for hiring such experts, with your prior consent. You will be obligated to pay directly the invoices for the fees and expenses of such experts, whether they are retained by the Firm or by you.

5. *Billing*

Our practice is to bill on a monthly basis for the fees and other costs and disbursements incurred in the preceding month. Our invoices are due upon receipt. If you have any questions regarding an invoice, please raise them with the partner responsible for the matter as soon as possible. In the event that you question any of the charges on an invoice, we expect you to pay all undisputed amounts.

6. *Confidentiality*

In order for us to provide you with the best services, it is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our Engagement. We, as lawyers, have an ethical obligation to preserve the confidences and secrets of our clients. That duty is one we regard with the utmost seriousness and, subject to any overriding legal obligation on us, we will keep all documents and information which we receive as a result of acting for you confidential.

7. *Conflicts of Interest*

Conflicts of interest will be addressed in the manner discussed in the attached Engagement Letter.

8. *Retention of Records*

Absent a legal duty or other obligation to retain records associated with the Engagement for a longer period, the Firm currently expects to retain files (whether in paper or electronic form) relating to the Engagement for no longer than seven years after the matter is completed. Unless we agree otherwise, we will then dispose of the files without further notification to you.

9. *Copyright*

Original materials which we generate for our clients are protected by copyright, which belongs to Chaffetz Lindsey LLP. The fee you pay for our work entitles you to make use of those documents for the purposes for which they were obtained. You do not, however, obtain ownership of the copyright in our work product unless we specifically agree to this in writing.

10. *No Representations*

You should know that we cannot make any promises or guarantees to you concerning the outcome of the matter for which you have retained us, and nothing in the Engagement Letter or Terms of Engagement will be construed as such a promise or guarantee. If the matter does not go forward or reach a successful conclusion for any reason, you are still directly responsible for all fees and disbursements charged by the Firm in the Engagement. Additionally, your obligation to pay our fees and disbursements will not be affected by any agreement that you may have with another party to pay your legal fees and costs or any failure by that party to comply with such agreement.

11. *Termination*

We hope and trust that our relationship with you will be mutually satisfactory. Nevertheless, you are free to terminate our Engagement at any time, unless judicial approval is required for us to withdraw, in which event we agree not to oppose such withdrawal. Subject to any applicable rule of law, we may terminate our Engagement to represent you if you fail to honor the terms of our Engagement or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Notwithstanding any such termination, you will remain liable to pay all of our fees and charges incurred up to the date of termination.

Our attorney-client relationship will be terminated upon our completion of the specific services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of the new Engagement. The fact that we may inform you from time to time of developments which may be of interest to you, by newsletter or otherwise, should not be understood to be a renewal of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are specifically engaged in writing to do so.

12. *Applicable Law; Dispute Resolution*

This Engagement agreement, and any disputes arising out of or relating to the Engagement, will be governed by and construed in accordance with the laws of the State of New York. In the event there are any disputes regarding our invoices, you may be entitled to require arbitration under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Rules of the Chief Administrator, New York Unified Court System. We will provide copies of those rules to you at your request. Except to the extent required by such Rules, any dispute or claim arising out of or in any way relating to the Firm's representation of you in connection with this Engagement or otherwise (including, without limitation, any claim of malpractice or breach of contract) will be finally settled by arbitration administered by the American Arbitration Association's International Centre for Dispute Resolution ("ICDR") under its International Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration will be New York City, New York.

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Submission of any dispute or claim to arbitration will not deprive either party of its right to seek a remedy or damages from the arbitration tribunal that would be available in a New York court. Copies of the American Arbitration Association's International Arbitration Rules can be provided upon request.

Terms agreed:

ASOCIACIÓN NACIONAL DE  
FÚTBOL PROFESIONAL

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

SERGIO JADUE

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CIPER