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1. **PURPOSE AND SCOPE**

As a global leader in medical technology, services and solutions, Medtronic expects world-class, value based service from its legal partners. Legal services must be cost-effective and compliant with legal and ethical requirements governing lawyer professional responsibility, and be strategically aligned with Medtronic’s business objectives and its mission of alleviating pain, restoring health and extending life for millions of people around the world.

This Outside Counsel Policy (hereafter “OCP”) applies to attorneys, counselors, advocates, solicitors, barristers, or any other duly-licensed provider of professional legal services (hereafter referred to as “outside counsel”) representing or advising Medtronic plc, including any Medtronic business unit, functional area, employee in their official capacity, board or board member in their official capacity, subsidiary, or other Medtronic-owned entity (collectively, “Medtronic”). Medtronic retains outside legal counsel pursuant to this OCP and not pursuant to any outside counsel’s retainer agreement. The OCP should be interpreted so as to be consistent with the laws and bar association or law society (or equivalent) professional rules applicable to the practice of law in the particular jurisdiction, except that Section 5 may apply additional requirements on outside counsel.

Exceptions to the OCP may be granted only by Medtronic’s General Counsel or the General Counsel’s authorized designee. Outside counsel seeking an exception to any provision of the OCP should consult with Medtronic’s in-house counsel, who, in turn, will seek appropriate internal consideration for any requested exception.

2. **PROFESSIONAL RESPONSIBILITY RULES AND CHOICE OF LAW**

Outside counsel representing Medtronic agree to adhere to the rules governing attorney conduct in the jurisdiction in which the representation occurs, including, without limitation, rules regarding attorney/client conflict of interest, privilege and confidentiality, waives, and client rights following termination of an attorney/client relationship (including, but not limited to, rights relating to return of client files).

In any dispute between Medtronic and outside counsel arising out of outside counsel’s representation of Medtronic regarding a matter of U.S. law or the law of a state or territory of the U.S., the dispute shall be governed by the laws of the State of Minnesota, and any dispute shall be finally resolved by state or federal courts in the State of Minnesota. In any dispute between Medtronic and outside counsel arising out of outside counsel’s representation of Medtronic regarding a matter of the law of a country other than the United States, the dispute shall be governed by the laws of the

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1 As used in this OCP, “in-house counsel” refers to attorneys who are employees of Medtronic and who direct the work of outside counsel.
jurisdiction in which the representation occurs, and any such dispute shall be finally resolved by the courts, arbitration forums or other tribunals of the same jurisdiction. These choice of law and venue provisions shall be without regard to any conflict of law principles, treaties, rules, statutes, decisions or issues (except with regard to the rules governing attorney conduct, as noted above).

3. ETHICAL CONDUCT

Medtronic conducts its business in accordance with the highest ethical standards and expects the same of its outside counsel. Medtronic expects its outside counsel to advise the company of all its responsibilities under applicable laws and regulations and of any legal risks of a proposed course of action. If outside counsel believes that a Medtronic employee (including legal department personnel) has or will engage in illegal or unethical activity, the most senior outside counsel responsible for the matter through which such activity is discovered must immediately and confidentially contact Medtronic’s General Counsel or any authorized designee, as appropriate. No Medtronic employee has the authority to instruct outside counsel to act in an unethical manner in connection with any Medtronic matter.

4. RETENTION OF OUTSIDE COUNSEL AND DIRECTION OF LEGAL SERVICES

Only the General Counsel or others authorized by the General Counsel may hire outside counsel to represent or advise Medtronic, although outside counsel may hire local counsel where expressly instructed to do so by the General Counsel or others authorized by the General Counsel. In most matters, Medtronic and outside counsel will agree on a statement of work or other written communication to define the scope of representation and memorialize any matter-specific fee arrangements.

Outside counsel may, as directed or permitted by in-house counsel, have direct communication and interaction with non-legal Medtronic employees; however, outside legal counsel may only take direction from in-house counsel as to the course, scope, strategy and tactics associated with representation of Medtronic. In-house counsel have sole authority to decide how to manage, maintain and whether to waive any privilege or protection owned solely by the corporation (e.g., attorney-client, attorney work product, “self-critical analysis”). In instances where a privilege may be jointly owned by Medtronic and another person or entity (e.g., in connection with joint defense agreements), Medtronic must consent, in writing, to the waiver of any such privilege.
5. CONFLICTS OF INTEREST

For the purposes of this OCP, “Conflict of Interest” or “conflict” means a situation which:

a. constitutes a conflict of interest under the applicable professional rules governing attorney conduct;

b. causes outside counsel to sue Medtronic or otherwise be directly adverse to Medtronic, even if the situation does not constitute a conflict of interest under the applicable professional rules governing attorney conduct; or

c. causes outside counsel to be at risk of disclosing confidential Medtronic information, even if inadvertently.

Outside counsel shall use state-of-the-art conflict checking services with comprehensive information about Medtronic entities for conflict checking purposes.

Outside counsel are required to advise Medtronic immediately of any conflict of interests. Outside counsel must complete and send a Medtronic Conflict Waiver Request form (see attached Appendices), to the Medtronic VP of Legal Operations and Risk Management at rs.mvprm@Medtronic.com (or to another person in the Medtronic Legal Operations Group) with a copy to in-house counsel. Each conflict must be separately disclosed.

Upon Medtronic’s receipt of the completed form, the waiver request will be submitted to the Medtronic Legal Conflict Committee. Medtronic will advise outside counsel promptly whether the requested waiver is granted and any conditions thereto, or is declined, in which case Medtronic will not consent to waive any such conflict. Each waiver will be determined on a case-by-case basis. Any consent to waive a conflict shall be on the condition that such consent will be reconsidered in the event the interests of outside counsel’s client and/or Medtronic change.

6. STATEMENT OF PREFERENCE

Medtronic expects loyalty from outside counsel, and therefore prefers that outside counsel:

a. not take a position on behalf of a non-Medtronic client that is adverse to the interests of Medtronic or is inconsistent with a position Medtronic has taken regarding a prominent legal or regulatory dispute or controversy without prior discussion and exchange of positions with Medtronic; and
b. provide Medtronic notice if outside counsel represents a Major Competitor, particularly in a large number of engagements, is part of a Major Competitor’s preferred vendor program, or represents a Major Competitor in a high-profile matter or in a matter relating to a prominent legal or regulatory dispute or controversy.

A non-exclusive list of “Major Competitors” is included in the attached Appendices, which may be amended from time-to-time. Questions concerning whether other individuals or entities are Major Competitors should be directed to Medtronic’s VP of Legal Operations and Risk Management at rs mvprm@Medtronic.com (or to another person in the Medtronic Legal Operations Group), with a copy to in-house counsel.

Medtronic recognizes that in some cases outside counsel cannot conform to these preferences without violating their obligations to other clients under applicable rules of professional conduct. If the disclosure of the name of a Major Competitor is not permitted, outside counsel shall make best efforts to obtain any required consent to disclose the engagement to Medtronic. Medtronic prefers, at a minimum, to be made aware when a Major Competitor is or will be represented by outside counsel. In any case, Medtronic may place limits or exclusions on its engagements with outside counsel if Medtronic becomes aware that outside counsel has not conformed to these preferences.

7. REPRESENTATION STANDARDS: STAFFING, BILLING, FORECASTING AND ACCRUALS

Medtronic views its relationships with outside counsel as genuine partnerships and expects the highest standards of legal work and professionalism from its partner firms. Evaluation of outside counsel will be based on success in achieving matter objectives, effective control of costs and overall quality of representation.

Counsel must comply with Medtronic’s billing, reporting and forecasting procedures. Legal fees and associated expenses charged to Medtronic must be appropriate, reasonable and reflect fair value for the services rendered. Wasteful or unnecessary expenditures are unacceptable, regardless of the perceived exposure or importance of a matter. Outside counsel are expected to determine whether each expenditure is necessary to reach Medtronic’s objectives. Medtronic looks to outside counsel to identify opportunities for cost savings. Future decisions regarding engagement of counsel will include assessment of a firm’s proven willingness to collaborate with Medtronic in this manner.

Medtronic encourages proposals from outside counsel for alternative fee arrangements. Outside counsel should be prepared to provide and discuss detailed alternate fee arrangements appropriate for the matter. Medtronic is open to all forms
of alternative billing, including fixed fees, incentive billing, capped fees, phased billing and rebates, among others. In-house counsel and outside counsel should discuss possible alternative billing arrangements at each stage of the matter. Any alternative billing arrangement should be set forth in writing and submitted to in-house counsel for consideration.

a. **Staffing**

Matters should be staffed appropriately for the nature and scope of the engagement. Staffing should be discussed with in-house counsel. Senior lawyers, junior lawyers, paralegals and legal assistants should be assigned matters appropriate for their position. For example, lawyers should not perform paralegal work at lawyer rates. Senior lawyers should not perform work such as detailed legal research or basic contract drafting, unless agreed to by Medtronic.

Medtronic views support staff as part of law firm overhead. If there is a documented need for an additional timekeeper, it must be preapproved by in-house counsel.

Multiple professionals should not attend meetings or events unless agreed to in advance by in-house counsel. Such events include deposition preparation sessions, depositions, negotiations, mediations, arbitrations, tribunal hearings or other court appearances. Likewise, only necessary outside counsel should participate in phone calls or meetings with in-house or other Medtronic personnel. Medtronic does not pay for replacement attorney or paralegal learning time. Additionally, absent approval, Medtronic does not pay for learning time incurred by a firm or lawyer who may replace or join another firm or lawyer already representing Medtronic in a matter.

Additions or changes to staffing, including use of summer associates or law students, are not to be made without in-house counsel’s prior agreement. Medtronic will not bear the cost of educating attorneys or paralegals added after the start of a case unless Medtronic approves the staffing change in advance. Experts, consultants, vendors and other non-firm personnel must not be retained without advance permission from Medtronic. Medtronic expects outside counsel to work closely with in-house counsel to manage and control third-party fees and disbursements.

Medtronic has internal resources and/or preferred vendors to provide products or services to assist in delivering cost effective representation, including photocopying, e-discovery, medical record collection/review and analysis, court reporting, translations, computer forensics, document review and analysis, mock jury exercises or focus groups, and graphic and
demonstrative presentations. Outside counsel are required to inquire whether Medtronic has a preferred vendor before utilizing either law firm or third party resources, and should not engage any other vendor without in-house counsel’s approval. Absent prior approval, Medtronic’s internal resources and preferred vendors must be used by outside counsel.

b. Billing

The foregoing provisions regarding billing shall apply, unless in-house counsel advises outside counsel, in writing, of an exception or exceptions to these provisions.

Invoices are to be submitted monthly for work performed and expenses incurred during the previous month. Delayed billing distorts the financial picture of a particular matter. Medtronic will not accept invoices for matters closed for over six (6) months past the final disposition date, and will not accept invoices for matters with time entries more than ninety (90) days from the date of the invoice. Counsel may not increase the hourly rates charged for services rendered during the life of a matter or pendency of a specific engagement.

Medtronic partners with Wolters Kluwer ELM Solutions, Inc. to maintain an electronic billing system as part of its Passport Matter Management System (“Passport”) (See attached Appendices). Passport is a web-based application which facilitates the approval and payment of electronic invoices between law firms and the Medtronic corporate legal and finance functions. The Passport system significantly improves bill processing and payment timing, and allows Medtronic to validate invoices against outside counsel guidelines. Unless otherwise permitted, outside counsel must engage with Wolters Kluwer directly in order to submit invoices through the Passport Collaboration Portal. National counsel should advance the cost of local counsel and seek reimbursement under “E122 – Local Counsel”; otherwise, if a firm retained as “Local Counsel” intends to bill Medtronic directly, the firm will need to submit invoices electronically through Passport. There are fees associated with electronically submitting invoices through Passport and those fees are the responsibility of outside counsel. Medtronic will not reimburse outside counsel for the electronic billing fees, nor should outside counsel attempt to charge Medtronic for such fees.

Medtronic may require detailed work plans, detailed forecast estimates and accruals (in addition to those set out in part c, below), and other requirements in certain matters at any time throughout the life of the matter. Outside counsel shall not bill Medtronic for time spent working on work plans, forecast estimates or accruals.
Medtronic requires each fee and expense line item have a UTBMS task code assigned. Missing task and expense codes will cause the line item (or file) to fail and the entire invoice will be rejected. Professional services should be billed in increments of 0.10 hour.

Absent preapproval, Medtronic will not pay for line item charges containing the following UTBMS codes or descriptions:

<table>
<thead>
<tr>
<th>UTBMS Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>E101</td>
<td>(In-office) Copying</td>
</tr>
<tr>
<td>E103</td>
<td>Word Processing</td>
</tr>
<tr>
<td>E104</td>
<td>Facsimile</td>
</tr>
<tr>
<td>E105</td>
<td>Telephone</td>
</tr>
<tr>
<td>E106</td>
<td>Online research: charges for Lexis/Nexis, Westlaw, etc.</td>
</tr>
<tr>
<td>E108</td>
<td>Postage NOTE: E108 is intended for USPS charges only, and as such, Medtronic will not reimburse for any charges submitted under E108. Note that E108 should not be used for delivery services such as FedEx, UPS, etc.</td>
</tr>
</tbody>
</table>

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- Continuing Legal Education seminars (CLE’s)
- Costs of downloading / printing web-accessible documents (e.g. patents and/or patent applications from the USPTO or pleadings from PACER)
- Deposition summaries / digests
- Inadequately described “other” or “miscellaneous” expenses
- In-office meal expenses
- In-office scanning costs
- Office supplies (pencils, binders, etc.)
- Paralegal time expended in calendaring
- Parking or other expenses associated with travel between home and work
- Secretarial and/or clerical staff time / overtime
- Special publications
- Time spent on in-office copying or scanning
- Time spent preparing or evaluating bills, developing work plans, forecast estimates or accruals
- Travel time (except for time performing Medtronic legal work)
Medtronic will pay for the following line item charges when billed at cost with no mark-up or override:

<table>
<thead>
<tr>
<th>UTBMS Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>E102</td>
<td>Outside printing: i.e. photocopying by outside vendor at cost</td>
</tr>
<tr>
<td>E107</td>
<td>Delivery services / messengers: when timely delivery or trackability is necessary. Use lowest cost delivery option possible (e.g. 2-day delivery vs overnight)</td>
</tr>
<tr>
<td>E109</td>
<td>Local travel: i.e. local transportation (cars, taxis, parking) with detailed description and subject to limits (see Travel and Expense Policy)</td>
</tr>
<tr>
<td>E110</td>
<td>Out-of-town travel: hotels, planes and trains with detailed description and subject to limits (see Travel and Expense Policy)</td>
</tr>
<tr>
<td>E111</td>
<td>Meals: with detailed description and subject to limits (see Travel and Expense Policy)</td>
</tr>
<tr>
<td>E112</td>
<td>Court fees</td>
</tr>
<tr>
<td>E113</td>
<td>Subpoena fees</td>
</tr>
<tr>
<td>E114</td>
<td>Witness fees</td>
</tr>
<tr>
<td>E115</td>
<td>Deposition transcripts</td>
</tr>
<tr>
<td>E116</td>
<td>Trial transcripts</td>
</tr>
<tr>
<td>E117</td>
<td>Trial exhibits</td>
</tr>
<tr>
<td>E118</td>
<td>Litigation support vendors – with prior Medtronic approval and detailed description (see also Appendix E – Approved Litigation Support Vendors)</td>
</tr>
<tr>
<td>E119</td>
<td>Experts</td>
</tr>
<tr>
<td>E120</td>
<td>Private investigators</td>
</tr>
<tr>
<td>E121</td>
<td>Arbitrators / mediators</td>
</tr>
<tr>
<td>E122</td>
<td>Local counsel – if local counsel is not prepared to bill Medtronic electronically</td>
</tr>
<tr>
<td>E123</td>
<td>Other professionals</td>
</tr>
</tbody>
</table>

Outside counsel traveling on behalf of Medtronic must comply with the Medtronic Travel Policy (See attached Appendices). Among other things, outside counsel may charge only for coach class travel and reasonable meal expenses and stay at hotels of the same class permitted for in-house counsel. Any travel must be approved by in-house counsel. Additionally, outside counsel are expected to utilize videoconferencing and other technology instead of travel when appropriate.

All EDRM (Electronic Discovery Reference Model) issues must be communicated and processed through the internal Medtronic eDiscovery team. This includes, but is not limited to: search term definition, early data assessment, preservation, collection, processing, review and analysis.
Outside counsel is required to work with the Medtronic eDiscovery team prior to making any commitments to timelines and/or filtering requirements.

Charges by outside vendors must be supported by copies of invoices. The invoices need not be submitted when a firm is submitting invoices electronically. However, the firm should retain a copy to be provided upon Medtronic’s request. A firm should advance costs that do not exceed $10,000\(^2\) Any expenses that exceed $10,000 may be forwarded directly to Medtronic for payment. Outside counsel must consult with in-house counsel for advance approval of any significant outside vendor expense.

Outside counsel shall maintain, in accordance with Generally Accepted Accounting Principles and Practices (GAAPP), such records as may be necessary to adequately reflect the accuracy of the charges and invoices for reimbursement. Medtronic expects outside counsel to retain expense reports and related original receipts for all disbursements billed to Medtronic. Records should be preserved for a minimum period of seven years from date of payment. Medtronic shall have the right to inspect and verify original records kept by outside counsel.

c. Estimates, Forecasts, Adjustments and Accruals

The following requirements regarding estimates, forecasts, adjustments and accruals shall apply, unless in-house counsel advises outside counsel, in writing, of any exceptions.

Within 30 days after engagement on a matter, outside counsel must provide Medtronic with a written estimate of the fees and expenses reasonably anticipated for the life of the matter. Where possible, such estimates should also indicate the Medtronic fiscal month, quarter and fiscal year in which the fees and expenses are anticipated to be incurred. Changes anticipated to any forecast estimate should be promptly communicated in writing to allow Medtronic to make appropriate adjustments to its internal financial forecasts.

Medtronic performs monthly accrual reporting for each major matter (as defined by in-house counsel) with respect to outside attorneys’ fees and expenses and for each major matter requires outside counsel and vendors to submit the following:

**AS TO EACH FILE OR MATTER, IT IS IMPERATIVE THAT AT LEAST SEVEN DAYS PRIOR TO THE CLOSE OF EACH MEDTRONIC FISCAL MONTH OR**

\(^2\) See prior reference regarding billing of Local Counsel.
QUARTER, OUTSIDE COUNSEL REPORT THE FOLLOWING INFORMATION TO IN-HOUSE COUNSEL:

1. The name of the file or matter.
2. Total fees and expenses billed and unpaid to date, including invoice number and amount.
3. Total fees and expenses accrued and unbilled to date, including an estimate for fees and expenses to be billed through the last Friday of the month. Expense estimates shall be all-inclusive, to include, experts, consultants and third-party vendors.
4. Updated forecasts of future fees and expenses.

Questions regarding this section should be directed to in-house counsel or to a person in the Medtronic Legal Operations Group.

d. Early Case Assessment (ECA)
Outside counsel agrees to work through an early case assessment process in both matter and eDiscovery strategies (Early Data Assessment or EDA). Discussions should be directed to in-house counsel.

e. Bonds, Letters of Credit and Insurance
Outside counsel in need of any bond, letter of credit or certification or proof of insurance should consult with in-house counsel. As to bonds related to appellate matters, outside counsel may consult with the Vice President, Litigation. Requests for letters of credit or for certificates of insurance or proof of insurance may be directed to the Vice President of Legal Operations and Risk Management or to another person in the Legal Operations Group.

f. Diversity
Medtronic is dedicated to having legal representation reflecting the diversity of our employees, customers and the communities where we do business. To that end, we have made a Member Commitment to A Call to Action for Sustainable Change in Diversity in the Legal Profession (available upon request) and have made our commitment to Medtronic’s Leadership Council on Legal Diversity to realize a truly diverse profession. Outside counsel are expected to promote diversity in the legal profession and members of Medtronic’s preferred provider program (“MP3”) are expected to honor the diversity commitments outlined in the MP3 partnership charter.
g. **Pro Bono/Community Service**

Medtronic encourages the members of its Legal Department to contribute to their community through the provision of *pro bono* services. Medtronic invites creative partnership by its firms to support, develop and co-lead *pro bono* projects with members of the Medtronic Legal Department.

8. **SARBANES-OXLEY ACT REQUIREMENTS**

Where applicable, outside legal counsel must comply with section 307 of the Sarbanes-Oxley Act of 2002 ("SOX"), and U.S. Securities and Exchange Commission Rules promulgated in 17 C.F.R. § 205 et seq. regarding attorney professional conduct and reporting. Any required reporting in connection with that statute or Commission Rules may be made to the Medtronic General Counsel or Medtronic Audit Committee.³

9. **NONCOMPLIANCE**

Failure to comply with this OCP may result in:

- Denial of a request to represent Medtronic;
- Denial of a waiver request;
- Termination of legal services;
- Disallowance in whole or in part of fees for services rendered;
- Referral to the appropriate attorney licensing authority; or
- Other action as determined by Medtronic.

In the event legal services are terminated, outside counsel representing Medtronic must continue to maintain as confidential all Medtronic confidential and proprietary information, immediately return to Medtronic all files (including all documents and things governed by any privilege, including attorney work product), and otherwise cooperate fully in the orderly transfer of matters as directed by in-house counsel.

10. **MISCELLANEOUS**

a. **New Case Filings**

In the U.S., outside counsel are strictly prohibited from informing Medtronic of filed complaints naming Medtronic as a defendant. Neither the complaints themselves nor any information about filed lawsuits should be provided to

Medtronic. Medtronic will receive initial notice of lawsuits by service of process.

In other jurisdictions, outside counsel should contact in-house counsel for their preferences regarding information about filed complaints naming Medtronic as a defendant.

b. **Confidentiality and Data & Information Security**

Medtronic regards all communications with outside counsel as confidential. Such confidentiality also extends to statements of work and fee schedules, details of which are not to be shared by outside counsel with any person or entities outside of counsel’s firm.

As our legal partner, outside counsel may receive highly confidential data and information from Medtronic in either paper or electronic form, which may include highly sensitive trade secrets, business strategies, patient health data or personnel information. Medtronic’s successful operations, competitive position, regulatory and legal compliance, and reputation depend on managing information risk. There can be many detrimental effects of information mismanagement, especially related to a third party failing to properly handle data, and Medtronic expects outside counsel to secure its information from intentional or inadvertent release or disclosure. Medtronic conducts comprehensive data security assessments with many of its vendors and, by agreeing to be engaged by Medtronic, outside counsel also agrees to participate in any such assessment.

c. **Document Retention**

Medtronic corporate policy requires that files on legal matters, such as the records of a particular litigation, be kept for seven (7) years. Outside counsels’ document retention schedule should be consistent with Medtronic’s.
d. **Media**

Outside counsel representing Medtronic may not make any public or media statement about a current or former matter absent approval by Medtronic’s General Counsel or others authorized by the General Counsel to approve public statements, except as to communications made to third-party individuals (e.g., opposing counsel), tribunals, agencies, etc. in the normal course of representation and for the purposes of representation of Medtronic. Any media inquiries should be immediately directed to Medtronic’s General Counsel or others authorized by the General Counsel to approve public statements.

e. **Marketing**

Outside counsel must receive approval from Medtronic’s General Counsel or others authorized by the General Counsel to approve marketing statements before disclosing or advertising their representation of Medtronic in law firm marketing materials, including on a firm website in connection with statements regarding clients of the firm.
APPENDIX A: FINANCE CALENDAR AND FORMS

Medtronic Fiscal Year / Accrual & Forecast Calendar

FISCAL YEAR 2018

Accruals (and forecasts for last month of each quarter) due from outside counsel (last week of fiscal month).

Medtronic closed (year-end break)
# ACCRUALS

<table>
<thead>
<tr>
<th>Case Name / Medtronic File No.</th>
<th>Total fees and expenses billed and unpaid, including invoice number and amount.</th>
<th>Total fees and expenses accrued and unbilled (including your estimates for fees and expenses yet to be billed).</th>
<th>Please also consult with third-party vendors, experts and consultants to determine any unbilled amounts.</th>
<th>Comments</th>
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List cases and add lines as needed

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<thead>
<tr>
<th>Invoice Number &amp; Amt</th>
<th>all fees/expenses for all months not billed</th>
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# FORECAST

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<th>Firm Name and Lead Outside Counsel Handling Matter</th>
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<tbody>
<tr>
<td>Full Case Name / Medtronic File No.</td>
</tr>
<tr>
<td>Brief Case Description:</td>
</tr>
<tr>
<td>(Include: Venue, product(s), inquiries, claim vs MOI)</td>
</tr>
<tr>
<td>Current Case Status (including trial date and/or mediation date):</td>
</tr>
<tr>
<td>Any expected upcoming settlements, projected amounts and timing:</td>
</tr>
<tr>
<td>Assumptions underlying budget. Any potential new events per quarter that will increase budget:</td>
</tr>
</tbody>
</table>

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<tr>
<th>FYI6, Q1 (May, 2016 - July, 2016)</th>
<th>FYI6, Q2 (August, 2016 - October, 2016)</th>
<th>FYI6, Q3 (November, 2016 - January, 2017)</th>
<th>FYI6, Q4 (February, 2016 - April, 2016)</th>
<th>Total FYI6</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYI6 Projections Fee/Expenses:</td>
<td></td>
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<tr>
<td>FYI7 Projections Fee/Expenses:</td>
<td></td>
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</tr>
</tbody>
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Sample Accrual Form

Sample Forecast Form

Outside Counsel Policy (OCP)
APPENDIX B: TRAVEL POLICY

A. Introduction
Consistent with the Travel Policy for Medtronic employees, this policy provides guidelines and procedures for outside counsel traveling on behalf of Medtronic.

An attorney traveling on behalf of Medtronic is expected to exercise the same care in incurring expenses as a prudent person traveling for personal reasons.

Failure to comply with this policy may result in the delay or withholding of reimbursement.

Please direct any questions regarding this policy to the Medtronic Counsel with whom you are working (“in-house counsel”).

B. Trip Planning
The decision to travel must be based solely on the need to fulfill the Medtronic business objectives when a more economical alternative to travel does not exist.

C. Travel Authorization
Outside counsel must consult with the in-house counsel for pre-travel authorization. No particular form of pre-authorization is required; verbal approval is acceptable.

D. Travel Arrangements
Outside counsel should make their own travel arrangements. Outside counsel should inquire as to whether Medtronic may have a preferred vendor rate at hotels in the travel destination. Travel reservations should be made as far in advance as possible to minimize cost.

E. Lowest Logical Fare (LLF)
All air travel must be booked at the lowest logical fare routing.

F. Class of Service
Coach class must be used for travel in and among the U.S., Canada, Mexico, Puerto Rico, or the Caribbean.
G. **Air Travel Restrictions**

Use of private aircraft or non-approved charter aircraft is not permitted for reimbursement by Medtronic.

H. **Upgrades and Incidentals**

Class of Service upgrades, at the expense of Medtronic, is not permitted. Individuals choosing to upgrade do so at their own expense.

Incidental travel charges such as in-flight internet access or checked bag fees are not reimbursable unless specifically approved by Medtronic.

If staying over a Saturday night will result in a lower fare than the LLF quoted by the travel agency Medtronic will reimburse the additional hotel night stay, meals and other related expenses up to the amount of 1/2 the savings realized from the discounted airfare. This is an option that can be voluntarily chosen and is not a LLF requirement. The expenses attached to the Saturday night stay must be incurred in the same city where the Medtronic business was conducted.

The accumulation of loyalty program credit (i.e. “points”) by participating in airline promotions is for the traveler’s personal benefit.

I. **Insurance**

Personal insurance is not reimbursable. Outside counsel traveling on behalf of Medtronic should obtain their own travel and/or personal injury related insurance.

J. **Lost Luggage**

Lost luggage is not the responsibility of Medtronic.

K. **Helicopter Travel**

Helicopter travel is not permitted for point-to-point travel. Helicopter transfers between airports for domestic to international connections (generally in New York and Los Angeles) are permitted if provided free of charge by the airline from which air transportation is purchased.
L. **Car Rental**

**Preferred Vendors**

A car may be rented, if necessary, in connection with travel on behalf of Medtronic. Outside counsel should consult with in-house counsel to identify Medtronic-preferred rental company vendors (currently National Car Rental and Avis Car Rental).

**Insurance**

Medtronic’s rates through its preferred suppliers include liability insurance coverage. All supplemental insurance on domestic rentals should be declined. If extra insurance is elected, it is not a reimbursable expense. Travelers are asked to accept the insurance coverage on international rentals only if the rental is with a non-preferred supplier.

Collision Damage Waiver (CDW) insurance is a reimbursable expense on international rentals not covered under a Preferred Supplier agreement. In many European countries, there is an Excess Damage charge (deductible) that the traveler will be charged regardless of coverage provided by our negotiated rate. Rental car agencies in Europe will often offer additional insurances such as PAI and Excess Damage. PAI is considered additional personal insurance and is not reimbursed by Medtronic.

"Excess Damage" is a maximum liability that still exists above and beyond the insurance coverage provided in the Medtronic rate should the vehicle become involved in an accident. Excess damage is a non-waivable deductible for which the traveler is responsible, regardless of the purchase of CDW. This liability can be "bought down" for an additional rate offered by the car rental agency in the specific country in question.

Medtronic's travelers should not purchase any insurance over and above that which you will receive simply by renting the car under the Medtronic National Rental Car program agreement. In other words, DO NOT "buy down" the excess damage liability insurance under any circumstance.
**Size of Car**

When it is necessary to rent a car, use the smallest size vehicle appropriate to accomplish your business purpose. As a general guide, when traveling alone, a compact or an intermediate size car should be rented. When two or more are traveling together, an intermediate or full size car may be rented.

**Refueling**

Due to the surcharge added for refueling by the rental car company, travelers are requested to refill the tank before returning the car.

**Incidental Expenses**

Medtronic reimburses for parking and tolls incurred en route for business. All tickets or fines associated with parking and traffic violations are the responsibility of the individual and will not be reimbursed.

**M. Ground Transportation**

Taxicab fares are reimbursable while on company business.

**N. Meals**

Medtronic will provide reimbursement for *bona fide*, reasonable business-related meal expenses, accompanied by an original itemized receipt. Tips included on receipts will be reimbursed. Generally, tips should not exceed 15% of the total cost.
APPENDIX C: CONFLICT WAIVER REQUEST FORM

CONFLICT WAIVER REQUEST

TO: Vice President, Legal Operations and Risk Management
Medtronic plc
710 Medtronic Parkway
Minneapolis MN 55432
(Or by e-mail to: rsmvprm@medtronic.com)

Section A: REQUESTING LAW FIRM COMPLETE

The following information is provided in support of a request for waiver from the conflict provisions of the Medtronic OCP Regarding Conflicts of Interest.

1. Name of attorney requesting waiver:
   Name of law firm:
   Address:
   Phone:

2. Date by which a waiver decision is requested:

3. Describe the conflict you believe exists:

4. Describe the work that was, and/or currently is being, performed for Medtronic:

5. Names of attorneys of the firm involved in the prior and/or current matter:

6. Have you obtained a waiver from the other party as to this issue? If not, please explain:

7. Have you previously asked any Medtronic employee for a waiver regarding this matter? If yes, please explain:

8. Are you seeking any limitations as to the waiver request? (e.g., that the waiver will apply only to a particular matter or to particular individuals within the firm requesting the waiver). If so, please explain:

9. Please provide any other relevant information which would allow “informed consent” in assessing whether to grant a waiver.

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1In the event a decision has not been made by the requested date, requesting firm should not presume that a waiver has been, or will be, granted.
APPENDIX D: NON-EXCLUSIVE LIST OF MAJOR COMPETITORS

A non-exclusive list of “Major Competitors” is set out below, which list may be amended from time-to-time. The companies identified shall include any other company that controls, is controlled by or is under common control therewith.

- Abbott Laboratories
- Applied Medical Resources Corporation
- Bard Medical/C.R. Bard Inc.
- Baxter International Inc.
- Bayer Inc.
- BD/Becton, Dickinson & Company
- Biomet Inc.
- Biotronik Inc.
- Boston Scientific Corporation
- Brainlab AG
- C.R. Bard Inc.
- CareFusion Corporation
- Coloplast Corporation
- Cook Group Inc./Cook Medical
- Danaher Corp.
- Dexcom CGM Inc.
- Dräger/Drägerwerk AG&Co. KGaA
- Edwards Lifesciences Corporation
- F. Hoffmann-La Roche Ltd.
- Fresenius Medical Care AG & Co.
- GE Healthcare (a General Electric Company)
- Insulet Corporation
- Intuitive Surgical Inc.
- Johnson & Johnson
- MAQUET Holding GmbH & Co. KG
- Masimo Corporation
- Medline Industries Inc.
- MicroVention Inc. (a Terumo Company)
- Moog Inc./Moog Medical Devices Group
- NuVasive Inc.
- Olympus Corporation
- Smith & Nephew
- Smiths Medical (Portex devices)
- Sorin Group/ELA Medical
- St. Jude Medical Inc.
- Stryker Corporation
- Synthes Inc. (a company of Johnson & Johnson)
- Teleflex Inc.
- WL Gore/Gore Medical
- Zimmer Biomet Inc.
APPENDIX E: APPROVED LITIGATION SUPPORT VENDORS

▪ MEDICAL RECORD COLLECTION/REVIEW AND ANALYSIS

Medical Research Consultants “MRC”

Gretchen Watson
GWatson@mrchouston.com
National Account Representative
713.528.6326 (direct)
713.522.7386 (fax)
www.mrchouston.com

▪ COURT REPORTING

TSG Reporting, Inc.

Michael Rixon, CEO
MRixon@tsgreporting.com

Todd Dannhauser
Director of Global Business Development
(Phone) 877.702.9580
tdannhauser@tsgreporting.com

Veritext LLC

Jennifer Reynolds
National Account Manager, Corporate Services
C 713.806.4270
jreynolds@veritext.com

▪ LEGAL DOCUMENT SERVICES
(Copies, imaging, coding, digital)

RICOH USA, Inc. - www.ricoh-usa.com

▪ EDISCOVERY**

**Medtronic has preferred providers for eDiscovery work. Please contact your Medtronic eDiscovery representative for all eDiscovery services.
APPENDIX F: ELECTRONIC INVOICE SUBMISSION GUIDELINES

MEDTRONIC

Electronic Invoice Submission Guidelines
Updated: June 2017

Medtronic requires all invoices be submitted on a monthly basis. Each invoice can only bill to one matter and each invoice must be assigned a unique invoice number. Once invoices are transmitted electronically, paper invoices are not necessary for those matters identified by Medtronic.

Any file format supported by ELM may be used. These formats include LEDES 1998(B), DCH, and Peerpoint. If the firm is unable to produce a file in one of these formats please contact your Implementation Coordinator for possible options.

GUIDELINES

Invoices cannot be submitted if any of the following criteria are not met:

Invoice Header
1. Invoice number cannot exceed 15 characters.
2. Invoice Date cannot be future dated.
3. Billing Start Date must be before the Billing End Date.
4. Invoice total cannot exceed $5 Million.
5. Medtronic’s Vendor ID must be populated in the Client ID field.

Invoice Details
6. Line Item Date must fall within Billing Start Date and Billing End Date.
7. All Line Items must contain a Description.
8. All Expense line items must have a valid UTBMS expense code assigned. (See also section 7b for a list of allowable and non-allowable expenses)
9. All Fee line items must have a valid UTBMS phase or task code assigned.
   NOTE - Phase codes are not allowed for Patent or Trademark matters. Medtronic will reject the invoices that contain Patent or Trademark phase codes.
10. All Fee line items must have a valid Timekeeper ID assigned and the Timekeeper Classification must match a Medtronic defined list.
11. All units must be in tenths (.10) of an hour
12. Line Item total amount must match the invoice total amount.
13. Line Item math must be correct. The Line Item total must equal “Cost” x “# of Units” + “Adjustment Amount.”
14. All other LEDES fields must be completed per the LEDES specification.
Invoices not meeting the following criteria will be sent to Medtronic; however, Medtronic will receive a warning message and may take action:

**Billing Dates**
1. Billing Start and End Date should not be the same date.
2. Billing Start and End Dates should not overlap with a different invoice from the same vendor for the same matter.
3. Billing Start Date and End Date should not be more than 6 months apart.

**Invoice Dates**
4. Invoice submission should not be more than 90 days from the invoice Date.
5. Line Item Dates should be within 90 days of the Invoice Date.
6. Invoice Received Date should not be greater than 90 days of the Invoice Date.
7. Invoice should be received within 90 days of the matter close date.

**Line Items**
8. Fee Line Item Units should be 10 units or less.
9. Expense Line Items should have a total amount of $2,500 or less.
10. All line item units should have 2 or less decimal places.
11. Line items should be unique within the same invoice.

**Timekeeper**
12. Timekeeper should not bill over 10 hours per day per invoice within a single matter nor across all matters.

**Questions?**
1. For all technical questions, please contact your ELM representative or ELM’s Customer Support Department at 800-770-5121 or ELMSCustomerSupport@wolterskluwer.com

2. If you have questions about a specific matter, please contact the Medtronic administrative assistant to the in-house counsel on that matter.