**OF COUNSEL & CONFIDENTIALITY AGREEMENT**

**Exclusive Relationship**

**SECTION THREE—ATTORNEY’S TITLE**

5. The Firm is permitted to list Attorney’s name and to indicate that Attorney is an “attorney” at or “Of Counsel” with the Firm, as it deems fit, on letterheads, brochures, electronic and hard-copy professional listings (such as Martindale-Hubbell), and other promotional materials. The Firm may also use titles such as “associate” when communicating with clients regarding billing rates and the like, although the firm does not expect to ordinarily use that terminology. Attorney is permitted to indicate that Attorney is an “attorney” at or “Of Counsel” with the Firm. Attorney shall avoid communications that may misstate or mislead a potential client as to Attorney’s relationship with the Firm or to suggest the Firm is involved or should be responsible for legal services that the Firm is providing not in association with the Firm.

**SECTION FOUR—NATURE OF RELATIONSHIP**

6. Attorney will be an employee of the Firm.

**SECTION FIVE—COORDINATION ON CASES**

7. At the request of the Firm, unless Attorney objects, the Firm and Attorney shall cooperate on the representation of clients of the Firm (“Firm clients”). Attorney shall do so as an attorney with the Firm and shall be entitled to and receive compensation for work on Firm clients’ matters only as expressly provided in this Of Counsel Agreement.

8. When working on cases where Attorney is serving Firm clients, the Firm will provide Attorney with access to the Firm’s office services in a manner consistent with a part-time lawyer otherwise associated with the Firm. This includes use of the Firm’s computer system (at least as to matters on which Attorney is working), printing facilities, conference space, telephone, Internet, facsimile and photocopying. The Firm will also provide basic secretarial and paralegal assistance consistent with what other firm attorneys receive for cases where the Firm and Attorney are working together, including forwarding relevant case documents, email and mail; answering phone calls and communicating with Attorney regarding the same; discovery support; service of process support; court filing support; and general litigation and trial support.

**SECTION SEVENTEEN—MODIFICATION OF AGREEMENT**

34. Any modification of this Of Counsel Agreement or additional obligation assumed by either Party in connection with this Of Counsel Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each Party.

**SECTION EIGHTEEN—GOVERNING LAW**

35. This Of Counsel Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

**SECTION NINETEEN—ASSIGNMENT OF RIGHTS**

36. The rights of Attorney under this Of Counsel Agreement are personal to Attorney and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the Firm. The Firm may assign its rights under this Of Counsel Agreement to its principal and/or to a successor law firm at its sole discretion. The Firm may assign or transfer its rights to any other person, firm, corporation, or other entity – other than principal or a successor law firm – only with the prior, express, and written consent of Attorney.

**SECTION TWENTY—SECTION HEADINGS**

37. The titles to the sections of this Of Counsel Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Of Counsel Agreement.