

RIO TINTO EXTERNAL COUNSEL GUIDELINES

(Revised and effective 1 November 2019)

The Rio Tinto Group is a leading global metals and mining company. Our purpose and strategy are outlined in *The way we work*¹. The *Supplier Code of Conduct*² outlines the key principles on which we engage with suppliers. Alongside many other suppliers, external counsel play a vital role in helping us deliver the promises we make.

These External Counsel Guidelines have been developed for law firms engaged by the Rio Tinto Group³ across the globe. The purpose of the Guidelines is to summarise Rio Tinto's expectations in certain key areas and to create a framework for us to work together effectively. They are not intended to be exhaustive and changes may be communicated from time to time. In certain areas the Guidelines are however prescriptive. The level of detail outlined herein reflects findings from recent analysis of our engagements of external counsel, our experience since first introducing Guidelines and feedback received from external counsel.

If you have questions regarding these Guidelines, or about our expectations of our suppliers and business partners, please contact a General Counsel or the Managing Attorney at managingattorney@riotinto.com.

1. Receiving instructions from the Rio Tinto Group

Your instructions will come from:

Rio Tinto's Legal & Governance function:

- (a) a Rio Tinto lawyer or patent attorney; or
- (b) the Head of Ethics & Integrity or the Company Secretary; or

Other Rio Tinto functions or businesses:

- (c) the Head of Tax (for tax related matters); or
- (d) a Rio Tinto manager who has pre-approval of Rio Tinto's Group General Counsel, a General Counsel, the Managing Attorney or the Head of Tax (for tax related matters) to engage your firm directly and not via Legal & Governance,

who will serve as your primary contact ("**Primary Rio Tinto Contact**") for each matter in which you are engaged.

¹ http://www.riotinto.com/documents/RT_The_way_we_work_EN.pdf

² https://www.riotinto.com/documents/Rio_Tinto_Supplier_Code_of_Conduct_EN.pdf

³ These Guidelines do not apply to engagements by those companies within the Rio Tinto Group that are independently managed (e.g. Turquoise Hill Resources Ltd).

If you receive instructions from a Rio Tinto manager and are unclear on approval to instruct directly and not via Legal & Governance, you must contact the relevant General Counsel or the Managing Attorney at managingattorney@riotinto.com to confirm instructions before commencing work. The onus is on you to be satisfied prior to commencing any work, that the Rio Tinto manager has pre-approval to engage your firm.

Where instructions from a Rio Tinto manager do not have pre-approval as required under 1(d), invoices will be rejected and not paid.

2. Conflicts

Before any engagement by Rio Tinto, you must check that no conflict, legal or commercial, exists (where you can do so under applicable rules and regulations).

Where a conflict of interest exists or may exist, we expect to be told of this immediately so that we can consider whether or not to proceed with the engagement. Should a potential conflict of interest arise after receiving our instructions and you wish to act for the other party, we expect to be notified and asked for consent before acting (where you can do so under applicable rules and regulations). In the event a conflict is discovered at any time after you have been engaged by the Rio Tinto Group, and that conflict results in your withdrawal from a matter (whether at your, our or a third party's request), you will use your best endeavours to assist us in finding representation and with the transition of relevant documents; in the event that any substantive work has commenced which has been invoiced by you, then you agree to reimburse these fees to the Rio Tinto Group.

3. Integrity

We are committed to maintaining ethical standards to ensure that what we do reflects the highest standards of professionalism, accountability, fairness and openness at all times. This is not only the right thing to do, but it is also critical to maintaining trust and our social license to operate.

Our *Supplier Code of Conduct* sets out our expectations of all our suppliers (including all external counsel) and is available at:

http://www.riotinto.com/documents/Rio_Tinto_Supplier_Code_of_Conduct_EN.pdf

We expect our external counsel to uphold the same high standards. If you become aware that a Rio Tinto Group matter in which you are involved raises ethical issues or potentially poses risks to the integrity of the Rio Tinto Group, you should immediately notify the Managing Attorney at managingattorney@riotinto.com.

All engagements will be subject to and be deemed to incorporate the Business Integrity Commitments set out in Schedule 2.

4. Inclusion and Diversity

Rio Tinto is committed to creating an inclusive workplace where everyone feels valued, respected and able to contribute their best. We value diversity of perspective and leverage the diverse thinking, skills and experience of our employees and stakeholders. We also embrace workforce diversity and value

our differences in age, gender, race, national or ethnic origin, religious, language, political beliefs, sexual orientation and physical ability.

We expect our external counsel to also be committed to creating an inclusive workplace and to demonstrate this through relevant policies or practice.

5. Contacts with the media and confidentiality

You should not comment publicly on any matters being handled or previously handled by you on behalf of the Rio Tinto Group unless we, through the responsible Rio Tinto lawyer, patent attorney or the Managing Attorney, have specifically authorised you in writing to do so. All non-public information about the Rio Tinto Group and its affiliates and its contract parties should be treated as confidential. For guidance more generally on the classification of Rio Tinto Group data, please refer to Section 6 below.

6. Information management, cybersecurity and disaster recovery

All information the Rio Tinto Group collects, stores, processes, generates or shares to conduct business has intrinsic value and requires an appropriate degree of protection. In addition, the processing of some of this information will be subject to statutory data security obligations, including under applicable data privacy laws (see more under Personal Data and Privacy below).

You should, therefore, have in place appropriate cybersecurity protections and a disaster recovery plan, including back-up practices and procedures, for all information and electronic resources, files and records in your possession relating to all Rio Tinto Group matters on which you are engaged.

As external counsel is often privy to some of the most sensitive data of the Rio Tinto Group, we reserve the right to assess your information security practices as we deem necessary. The Rio Tinto Group function Information Systems & Technology (“**IS&T**”) has developed the *Cyber Security Risk Assessment* (“**SRA**”) program to facilitate these assessments.

The goal of the SRA program is to identify existing or potential risks that could adversely affect the Rio Tinto Group, its partners and/or its business activities. If required to respond, the assessment will evaluate your data and technology-related controls. In doing so:

- the Primary Rio Tinto Contact responsible for the matter will consider the nature of your service offering, the associated inherent risk and determine if an information security review is required;
- you will receive the *SRA Cloud Security Questionnaire* for you to complete and submit;
- your responses will be reviewed by IS&T, with a report of their findings sent to the Primary Rio Tinto Contact and recommendations made for further action, if necessary.

If and when control deficiencies are identified, you must commit to taking corrective action to eliminate, or significantly reduce the associated risk. Periodic re-evaluation of your controls helps to assure us that adequate security measures remain in place and are adjusted accordingly as the scope or nature of the information being shared evolves.

In addition, you will maintain and enforce at any facilities where services are performed for the Rio Tinto Group, safety and information security procedures that are in line with SRA program requirements.

Classification of Rio Tinto Group information

Everyone who works with the Rio Tinto Group has a responsibility to safeguard all Rio Tinto Group information that they process, irrespective of whether it is classified or not. Access to confidential information of the Rio Tinto Group must be controlled and limited to those who are required to have access to deliver services to the Rio Tinto Group.

By way of guidance:

- information identified as **'highly confidential'** – where disclosure could seriously harm the Rio Tinto Group or weaken our competitive advantage – should only be shared with persons who have a clear 'need to know'; where available, encryption must be applied, for example by using the encryption capability in Microsoft Outlook. Make paper copies only when necessary, strictly control their circulation, store in a secure cabinet and dispose of by shredding when no longer required;
- information identified as **'confidential'** – where the information is generally unknown outside the Rio Tinto Group and which, if disclosed, may be detrimental to the Group – should be encrypted where exchanged via email and otherwise kept as paper in a secure cabinet and disposed of by shredding when no longer required.

At Rio Tinto, we have a range of global applications which are designed to help you work collaboratively and share resources with Rio Tinto across time zones and geographies. We also use these applications to manage and track projects, as well as manage important documents. These include the use of eRooms – web-based platforms which enable our teams to collaborate with you in a secure environment. You should speak with your Primary Rio Tinto Contact to identify which tools may be appropriate to your matter.

We acknowledge and agree that, as part of the procedure for opening any new matter, we will work with you to determine the sensitivity of each matter and discuss whether information barriers are required.

Management of removable media

When there is a requirement to store or transfer Rio Tinto confidential information on a USB or other mobile storage device, only encrypted storage devices are permitted and these must meet the following minimum requirements:

- 256 bit AES whole-device encryption;
- enforced strong password authentication (minimum seven (7) characters; complex (mix of upper, lower, numeric and special characters));
- no biometric authentication;
- no Rio Tinto Group software installation on the host PC.

All files stored on secure storage devices must be treated as transient copies and deleted from the device as soon as the file copy has no valid business purpose.

For the avoidance of doubt, any expenditure or costs incurred in complying with this Section 6 is a cost of doing business and must not be separately charged under any invoice.

Personal data and privacy

Data security: As required under applicable privacy and data privacy laws, you must put in place and maintain appropriate technical and organisational measures to secure any information relating to an identified or identifiable natural person (“**Personal Data**”), having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Data.

Data processing purposes and disclosures: Where you provide Personal Data in an invoice to Rio Tinto (e.g. identifying information relating to your timekeepers), Rio Tinto will process this Personal Data for the purpose of managing the relevant matter and its relationship with you, and also for related purposes such as management of legal expenditure and monitoring compliance with these Guidelines. Rio Tinto will share such Personal Data with external service providers who are contracted to provide services to Rio for compliance monitoring and audit purposes under or in connection with these Guidelines and for outside counsel spend monitoring and reporting. Such external service providers are bound by contractual data privacy obligations. You must take all compliance steps required under your local data privacy laws to disclose Personal Data in your invoices to Rio Tinto, and for such Personal Data to be processed, analysed and shared by Rio Tinto with its service providers for the above purposes and as contemplated in these Guidelines.

Additional information about data privacy at Rio Tinto is contained in the Rio Tinto Data Privacy Standard (available at <https://www.riotinto.com/privacy-2141.aspx#dataprivacystandard>) and in the Privacy Statement for Suppliers (available at <http://www.riotinto.com/procurement/policies-and-documents-17814.aspx>).

Data security incident

If you become aware of a data security incident involving:

- information collected from or on behalf of the Rio Tinto Group, including any unauthorised access to or disclosure of Personal Data; and
- any system used in connection with the services provided by your firm to the Rio Tinto Group, which has or may impact such information,

we expect to be notified of the data security incident without undue delay.

7. Insurance

You must maintain adequate professional indemnity insurance (or its local equivalent) concerning the nature of the mandates handled by you on our behalf, which we may review with you from time to time. Where you engage or subcontract a third party you must ensure that the third party maintains adequate professional indemnity insurance.

8. Instructions, scope of work and budgets

As noted above, unless otherwise agreed, your instructions on any matter should be received per Section 1 of these Guidelines.

Following receipt of your initial fee proposal and subsequent signing of an engagement letter, and as soon as possible after receiving initial instructions from us, you will provide us with a completed Purchase Order Request in the form attached in Schedule 3.

Each new matter at Rio Tinto is allocated a purchase order number so that your invoices can be processed.

The Purchase Order Request requires you to prepare a scope of work and budget, which is to be agreed for every matter handled by your firm. The budget should be your best estimate of the total costs of handling the matter from start to finish and should summarise the various anticipated tasks and proposed staffing necessary to complete the matter and the estimated costs of these tasks. A sample budget form is attached as Schedule 4. Completion of the Purchase Order Request and accompanying scope of work and budget are not compensable tasks.

As the matter progresses, the Primary Rio Tinto Contact should be promptly advised of any significant developments affecting the matter. In the event these developments impact on the agreed scope of work and budget (including the triggering of any underlying conditional fee assumptions), these should be highlighted in your update.

In addition, for litigious or formal dispute matters, all pleadings, briefs or legal opinions to be filed, served or provided to a third party should be reviewed by a Rio Tinto lawyer before release, unless otherwise agreed with the Managing Attorney.

9. Billing and invoice submission

Fees and expenses

- **Fee arrangements**

If we do not already have a fee arrangement in place with you, this must be agreed in writing at the commencement of the engagement.

The Primary Rio Tinto Contact must be advised promptly of any developments which could significantly affect the total fee estimate discussed at the time of the engagement. Any resulting changes to the originally agreed fees should be by exception and must be approved by Rio Tinto before further work being done.

- **Alternative fee arrangements**

The Rio Tinto Group believes in innovation. It is one of our core values and is a trait we not only expect from ourselves but from our vendors and partners. We, therefore, believe that moving beyond traditional methods of billing based on an hourly rate and instead of working towards alternative fee arrangements (“AFAs”) will lead to a longer, more engaged and predictable relationship with our external counsel.

AFAs not only encourage better alignment of legal costs to the outputs and value-added by our external counsel but give external counsel greater flexibility and reduce the administrative burdens for both the Rio Tinto Group and external counsel. We value AFAs because they focus on efficiency and effectiveness, while still giving external counsel the ability to demonstrate its expertise and commitment to our business.

- **Hourly fee arrangements**

Hourly rates incorporated into any fee arrangement, whether hourly billing or as part of an AFA, must be agreed at the commencement of the engagement, or as part of an overarching Relationship Protocol with your firm.

- **Rate increases**

Hourly rates are to be locked for a minimum of 12 months.

No rate increase will be applied by you without the prior written consent of the Primary Rio Tinto Contact. We will not approve rate increases absent a substantial justification.

New timekeeper approvals

Subject to the eBilling guidelines issued by Rio Tinto, from time to time you may elect to propose new or additional timekeepers to the matters you are working on for Rio Tinto. New timekeepers must be submitted for approval before commencing work on the matter; rates charged by each timekeeper must not exceed the rates approved by Rio Tinto Legal & Governance. Each request for adding a timekeeper must be accompanied by the matter name and the name of the Primary Rio Tinto Contact.

Invoice submission and timing

- **Electronic invoices**

If your firm has been on-boarded to Passport then your invoices are to be submitted electronically via the Passport Collaboration Portal in accordance with the Electronic Submission Guidelines set out in Schedule 1.

Unless directed otherwise, each invoice should be submitted with an accompanying PDF version of the invoice. The Firm must ensure that the amounts invoiced electronically, including any amount for taxes (and for each type of tax, where applicable), are consistent with the amounts stated in the PDF version of the invoice. In the event of a discrepancy, the invoice will be rejected.

- **Non-electronic invoices**

If your firm has not been on-boarded to Passport, your invoice shall be submitted to Rio Tinto

Accounts Payable as per the payment details provided to you with a copy emailed to the Primary Rio Tinto Contact. The same invoice submission timing rules that apply to invoices submitted in Passport apply to invoices that are submitted in paper.

- **All invoices**

Where your firm is handling more than one Rio Tinto matter, each matter must be billed separately and issued to the Rio Tinto client named in the applicable engagement letter.

All invoices submitted to Rio Tinto must contain all required pieces of information and be submitted in the proper format. Invoices must be submitted no later than 30 days after the end of the month in which the work was completed and the expenses incurred (the “**Due Date**”). Invoices that are submitted more than 60 days after the Due Date will be subject to a reduction of 10% off the invoiced fees except:

- In the case where the invoice is for less than USD 500 in which case you may hold the invoice until aggregate billing exceeds USD 500;
- For matters with fixed fee agreements, invoices are due upon the completion of pre-set deliverables or milestones;
- For IP patent-related matters, some invoices are due within 90 days of matter closure.
- Rio Tinto will not pay invoices that are submitted more than 90 days after the Due Date; or
- In circumstances where the delay in the submission of the invoice was due to the inability or failure of the Primary Rio Tinto Contact to deliver the purchase order details to you.

Where your firm provides a discount on its rates, the discount must be taken and shown at the invoice level. If discounts are included in the rates and not at the invoice level, the invoice will be rejected.

Subject to in-country regulatory requirements, payment terms should be in accordance with Rio Tinto’s standard payment terms, where the payment date means the fifteenth (15th) day of the second month following the end of the Accumulation Period in which Rio Tinto receives the invoice (Accumulation Period commences on the first day of a calendar month and ends the last day of that calendar month).

Line item details and block billing

Each invoice should include the following detail:

- the name of the relevant Rio Tinto Group entity;
- the name of the Primary Rio Tinto Contact;
- the purchase order number which Rio Tinto has allocated to the matter (if available);
- the matter name;

- the name and job role of each person charging time to the matter, his or her hourly or other agreed rate, and the number (in one-tenth [.1] increments) and value of hours charged by each person (Notwithstanding the value of hours charged by each person for each task, Rio Tinto reserves the right to reduce or reject the value of the hours charged for a task if the hours charged for the task appear to be unreasonable or higher than reasonably expected to complete the task);
- a summary of the services billed including the name of the person delivering the services;
- the appropriate UTBMS Task and Activity Codes (for Electronic invoices);
- an itemised list of all reimbursable expenses, with the appropriate UTBMS Expense Code, together with supporting receipts (for Electronic invoices);
- a detailed narrative of the task performed that provides the nature of the work performed and how it provides value to the case (if not self-evident).

Save for purchase order number, any invoice not providing all of the above detail will be rejected and will need to be resubmitted (with the omission addressed).

- For communications (telephone, email, letters, etc.), the narrative must identify the party(ies) to the communication and a general statement of the subject of the communication.

For example:

Incorrect: Telephone call.

Correct: Telephone call to opposing counsel re discovery.

- For non-communication tasks, the narrative must state the task and generally state the purpose of the task and/or how it adds value to the matter.

For example:

Incorrect: Review file.

Correct: Review file in preparation for mediation.

Block billing does not provide us with adequate detail to assess the work that was done and therefore Rio Tinto requires that timekeepers not block bill their time. We define “block billing” as multiple (and different) tasks aggregated into a single line item. Tasks are considered to be “different,” if the tasks fit into more than one UTBMS Task Code. Time spent on tasks should be billed for actual time spent. Timekeepers must accurately record time spent on each task. Each entry should reflect a separate task and must state the nature of the work performed and the time spent by each timekeeper.

- For example:

Draft letter to plaintiff re interrogatories; telephone call with opposing counsel re motion to compel; Review and analyse expert report.

Including these three tasks demonstrates block billing as this entry includes three different tasks that fit into three separate UTBMS Task Codes:

- Draft letter to plaintiff re interrogatories – L310;
- Telephone call with opposing counsel re motion to compel – L350;
- Review and analyse expert report – L340.

Because this practice limits our ability to effectively monitor and analyse our legal spending, line items that are block billed will be rejected. Rejected block-billed entries may be resubmitted per the resubmission guidelines (see below) but will be subject to penalty reduction of 10%; alternatively, at our discretion, we may elect to pay such block billed line items but reduce them by 15% that cannot be resubmitted for payment.

Accruals

By 15th day of each June and December, your firm must provide an accrual for each matter, where the amount to be accrued for that matter is more than USD 15,000 (or its equivalent) (“**Accrual Threshold**”). Any invoice for work performed and not accrued in June or December (as applicable) will not be paid where it exceeds the Accrual Threshold.

Prohibited fees and expenses

Unless otherwise agreed, the Rio Tinto Group will not pay for any of the fees and expenses listed below. A full list of each of these non-compensable fees and expenses are provided in Appendix A.

- Administrative, clerical and secretarial tasks.
- Other non-billable time entries listed in Appendix A.

10. Billing practices

The following billing practices, while not exhaustive, are consistent with our expectations in more general matter management practices.

Staffing

We regard staffing as one of the most critical factors influencing the success and cost-competitiveness of a matter. We leverage analytics and other technologies to pinpoint misalignment with these Guidelines. We, therefore, expect you to use your best judgement to determine and monitor the appropriate staffing for each stage of a matter. Moreover, you must adhere to the following additional requirements and/or prohibitions:

- you will not bill more than 12 hours per day per timekeeper, without pre-approval of the Primary Rio Tinto Contact;
- you will obtain the approval of the Primary Rio Tinto Contact for staffing before commencing any engagement or making any changes in staffing once an engagement has begun;
- any proposed change in staffing during a matter must be notified to the Primary Rio Tinto Contact as soon as possible and be discussed to ensure an effective and seamless transition;
- only core members of the team should attend meetings. Time for non-core members of the team and/or an excessive number of firm attendees will be non-compensable;

- we will not be charged for time spent on internal briefings and intra-firm conferences that go to matters such as delegating work, giving assignments, providing matter background, status updates and any other non-substantive or duplicative work;
- you will utilise associates and paralegals to perform tasks that do not require partner or senior lawyer level expertise. Time billed by partners and senior lawyers for tasks that are more appropriate for associates and/or paralegals will be reduced to the associate and/or paralegal rate. Appendix B sets out a non-exhaustive list of those tasks that will be treated as paralegal-level tasks;
- should the lead counsel for a matter give notice of his/her intent to leave your firm, we will be notified as soon as practicable; and
- you will not include charges for tasks performed by legal clerks, first-year attorneys, and/or summer associates without pre-approval.

Third-party services

We do not authorise you to retain any vendor or third-party service provider (including consultants, expert witnesses or local counsel) or enter into any agreement with any vendor or third-party service provider without our prior, written approval. To request approval, you must provide the name of the vendor, the name and expertise/ credentials of individuals who will be providing the services as applicable and a detailed budget (including rates, performance timelines and anticipated completion). We may elect to retain the vendor directly or direct you to work with a Rio Tinto preferred provider. Expenses submitted for third-party services must be submitted with supporting documentation.

Rio Tinto requires firms to unbundle and use its LSO provider, its panel of providers for eDiscovery, or an alternative legal service provider for the following services:

- Litigation support services, including eDiscovery and managed document review;
- Transaction support services, including due diligence for M&A, VDR/hosting services;
- Any other areas where the request for proposal identifies a preference or need to unbundle the legal work.

Travel

Local travel (within 50 km one-way) from your primary business office is not compensable. This includes costs associated with local travel such as parking, taxis, buses, etc. Further, local meals are also not compensable.

We will pay only for time spent working on a matter during travel with customary itemisation of the actual work performed. We will not pay for non-working travel time.

Approval must be sought for any long-distance travel considered necessary for a matter on which you are engaged by us. Subject to the Prohibited Fees and Expenses in Appendix A, you will only charge us for the costs of transportation according to the rules set forth below.

Please note that the following requirements apply:

- **Air travel:**
 - All charges for air travel must be at economy or coach rates for all wholly domestic flights irrespective of length and for international flights where cumulative flying time is less than six (6) hours.
 - “Economy Plus” or “premium economy” seating and charges are not compensable. Business-class may be used for all other international flights (greater than six (6) hours cumulative flying time).
 - Cumulative flying time does not include transit or connection time spent on the ground.
 - First-class travel is not compensable without written pre-approval.
 - Airline reservations should be made as far in advance as possible to take advantage of early purchase discounts.
 - Airfare for calendared court appearances, mediations or other scheduled meetings, must be booked at least 14 days in advance, if possible.
 - Failure to book air travel sufficiently in advance to take advantage of readily available lower fares may result in a reduction of the reimbursement.
 - Costs for excess baggage, in-flight meals and pre-assigned standard seating are compensable if they are not included in the ticket fare.
 - In-flight internet will only be compensable if necessary to complete Rio Tinto work.
 - Where high-speed rail services are available, train travel should be considered as an alternative to airline travel. For any trip in which overall travel time may be shorter by train than by air, train travel should be utilised if the cost of train travel is less than airfare.
- **Accommodations:** Wherever possible, hotel reservations should be made with one of Rio Tinto’s preferred hotels. The firm must liaise with the Primary Rio Tinto Contact to confirm the preferred hotels in the relevant city.
- **Meals:**
 - We will pay for breakfast, lunch and dinner meals provided these expenses do not exceed USD 100 per day.
 - Additional coffee, tea, snacks or alcoholic beverages outside of typical meal times and not accompanying a work-related activity are not compensable.
- **Ground transportation:**
 - We will not pay for ground transportation by limousine or private car services (does not include rideshare services such as Uber and Lyft) unless the charges are equivalent to, or less than, taxi fares.

- Travelers should take advantage of complimentary car transfers to and/or from the airport, if available, rather than paying for another form of ground transportation.
- As an alternative to self-driving, hotel courtesy buses, public transport, taxis or ride-sharing services should be used when available and where licensed, safe and economical.
- **Miscellaneous:** We will not pay for mini-bar charges, personal telephone calls, movie rentals, dry cleaning or similar personal items.
- **Receipts:** Receipts must be kept and attached to your invoice for all travel expenses regardless of method of payment. Credit card receipts are not sufficient supporting documentation for travel expenses. You must provide the receipts from the entity associated with the expense.

11. Resubmitting invoices

Invoices that do not comply with these guidelines will be rejected. To resubmit an invoice that has been rejected, you must comply with the following procedure:

- Submit the resubmitted invoice as a new invoice.
- The resubmitted invoice should have the same number as the original invoice that was rejected, with an "R" added as a suffix to the invoice number to indicate that the invoice is a resubmitted invoice.
- Address all the reasons why the original invoice was rejected, including correcting any entries including for tax/es, providing more information, and/or removing entries for fees and expenses that are not compensable.
- Invoices must be resubmitted no later than 30 days after the date the original invoice was rejected. Invoices resubmitted beyond this deadline will be rejected.

12. Progress reports/periodic review

We may wish to conduct periodic meetings with you to review progress on the various matters that you are handling for us. In addition to assessing the quality of service and compliance with these Guidelines, we will consider the following:

- types of fee arrangement and willingness to propose AFAs;
- performance to budget;
- staffing on matters, whether expertise, efficiency, use of the most appropriate level of resources, or diversity;
- timely submission of invoices and other operational factors conducive to efficient matter management.

In addition to periodic meetings, we may ask to receive from you a quarterly status report of the matters upon which your firm is working in the form attached in Schedule 5 to these Guidelines.

13. Delivery/ownership of work product

You irrevocably grant to the Rio Tinto Group a non-exclusive licence to use and reproduce (in any form) all memoranda, legal opinions, correspondence and other work product (“**work product**”) created in connection with matters undertaken for any member of the Rio Tinto Group to use for Rio Tinto Group’s business purposes. The Rio Tinto Group may re-use the work product in any context it chooses and modify the work for use in any matter, provided that if it uses the work product for purposes other than the purposes for which it instructed you to create it, or modifies it without your prior consent, Rio Tinto Group will not represent that the work product has been endorsed by you and will not attribute the work to you.

The Rio Tinto Group greatly appreciates your compliance with these Guidelines. We look forward to a successful relationship with your law firm.

Appendix A

Non-Compensable Fees and Expenses

1. Administrative, clerical and secretarial tasks, including but not limited to:
 - Word processing
 - Proofreading
 - Mail handling
 - Setting up a new file
 - Filing
 - Indexing pleadings
 - Closing files
 - Calendar maintenance
 - Transcribing
 - Copying or copies (black/white & colour)
 - Posting
 - Faxing
 - Data entry
 - Scanning
 - Preparing proofs of service
 - Electronic filing of documents
 - Reviewing online case dockets
 - Routine scheduling of or confirming depositions, client conferences, court conferences, etc.
 - Drafting enclosure or transmittal letters
 - Drafting simple letters to Court
 - File organization
 - Bates-stamping (Bates-numbering) or other stamping of documents (electronic or paper)
 - Assembling materials
 - Tabbing sub-files
 - Database maintenance
 - Making travel arrangements
 - Packing materials upon trial conclusion
 - Running conflicts checks
 - Requesting checks and paying for third-party vendor invoices
 - Retrieving documents
 - Sorting and routing correspondence

- Uploading or downloading documents
 - Locating documents for attorney review.
2. Other non-compensable time entries and/or expenses including:
- Travel time
 - File status reviews or other status review activities
 - Time spent 'getting up to speed' on a matter when due to staff turnover or vacations
 - Time spent preparing invoices, discussing or resolving billing inquiries or disputes, utilising the electronic invoice system, and budgeting tasks
 - Legal research (unless pre-approved by the Primary Rio Tinto Contact)
 - Graphics and desktop publishing
 - Document translation that has not been requested or pre-approved
 - Professional development time, training and any work completed by trainee counsel or 1st-year associates (US) (which we consider to be training)
 - Bank charges or fees associated with processing invoice payments
 - Professional association and other admission fees
 - Communication charges including phone, video, word processing and fax
 - Postage, overnight mail, delivery and courier fees, unless pre-approved (must note approval on invoice line entry)
 - Publications, subscriptions, librarian services and online databases, such as Lexis, Westlaw and PACER whether cost or time
 - Any items of overhead expenses:
 - Staff overtime, overtime meals and overtime transportation
 - Conference rooms, equipment rental fees, rent and utilities
 - Office supplies and equipment
 - Temporary employees
 - Internet service fees
 - IT charges, database administration, and database maintenance
 - Travel agency fees
 - Client entertainment
 - Business meals not associated with long-distance travel
 - Unauthorised third-party fees
 - Routine administrative tasks incidental to an engagement
 - Staff members learning substantive areas of law

Appendix B

Paralegal-Level Tasks

1. We consider the following to be a non-exhaustive list of paralegal-level tasks:
 - Drafting forms, including but not limited to: subpoenas, authorizations, notices of motion, notices of filing, etc.
 - Following up on subpoenas/authorizations
 - Abstracting or digesting depositions
 - Drafting notices for depositions, hearings, trial attendance, subpoenas for trial and related follow-up communications of same
 - Drafting unopposed agreed or other non-complex motions (including drafting of the order), such as Motions for Leave to File Appearance, Motion to Substitute, Motion for Pro Hac Vice Admission or any motion that has been reduced to a form in most jurisdictions
 - Preparing chronologies, except in the case of complex chronologies the Primary Rio Tinto Contact has approved of counsel preparing or reviewing
 - Creating/updating charts related to court rulings, document production, other discovery matters
 - Preparing letters of representation/acknowledgement
 - Making non-substantive changes to form discovery (e.g. changes to the caption, party names, etc.)
 - Preparing non-substantive correspondence (e.g. requests for information, documents without other substantive information)
 - Indexing or abstracting records
 - Summarising discovery responses and damage information
 - First level document review
 - Checking availability and reserving corporate name
 - Completing and filing qualification of foreign corporations
 - Obtaining certificates of corporate good standing
 - Preparing necessary documents for opening of a corporate bank account
 - Completing and filing assumed name certificates
 - Completing and filing shareholder election documents and consents to same

- Completing & filing Applications for:
 - Employer Identification Number
 - Workers' Compensation
 - Unemployment Insurance
 - Employer Withholding Tax Registration
 - Appropriate licenses to operate specific businesses
- Providing notification of stock book location
- Ordering minute book, stock book and seal
- Maintaining a reminders or a calendar of annual meetings
- Organising closing documents on corporate acquisitions
- Preparing closing files and assist in closing
- Compiling and indexing documents in corporate transactions
- Preparing and publishing Notice of Substance of Certificates of General & Limited Partnership
- Drafting and publishing Notice of Termination of Partnership (or Continuation of Successor Business)
- Drafting certificates or cancellation of certificates of limited partnership
- Filing and terminating security financing statements
- Searching for tax liens, security filings, deeds, mortgages and judgments
- Collecting information from and verifying filings from any government entity
- Changing location for corporate service of legal process
- Obtaining information for government entities and/or public agencies
- Following up trademark and patent searches w/Trademark Counsel
- Maintaining and filing Abandon Property reports (escheat laws) w/all states.

Schedule 1

Electronic Submission Guidelines 2019

(All field names correspond to LEDES format fields)

Invoice Submission

The Rio Tinto Group consisting of Rio Tinto plc, Rio Tinto Ltd and their subsidiaries (“**Rio Tinto**”) requires that all invoices be submitted no later than **30 days** after the end of the month in which the work was completed and the expenses incurred (the “**Due Date**”). Each matter must be billed to a unique invoice number (single matter – single invoice) and be issued to the Rio Tinto client named in the applicable engagement letter and Purchase Order. All invoices must be submitted in the LEDES 98BI, 98BI v2, or XML 2.1 format, or such other electronic format as requested from time to time by Rio Tinto.

Specific Rio Tinto Requirements

1. Rio Tinto requires each fee line item have a task code assigned. A list of valid task codes and descriptions can be found in Appendix A. Additional task codes may be added from time to time.
2. Rio Tinto requires each expense line item have an expense code assigned. A list of valid expense codes and descriptions can be found in Appendix B. Additional expense codes may be added from time to time.
3. Rio Tinto requires each fee line item have a UTBMS activity code assigned. A list of valid activity codes and descriptions can be found in Appendix C.
4. All fee and expense line items must have a `LINE_ITEM_DESCRIPTION` provided.
5. The `INVOICE_DESCRIPTION` and `LINE_ITEM_DESCRIPTION` fields cannot exceed 2000 characters.
6. The expense code field must be left blank on fee line items.
7. The task code field must be left blank on expense line items.
8. The `BILLING_START_DATE` must be provided.
9. The `BILLING_END_DATE` must be provided.
10. The `BILLING_START_DATE` must be before the `BILLING_END_DATE`.
11. The `LINE_ITEM_DATE` must fall between the `BILLING_START_DATE` and the `BILLING_END_DATE`.
12. No line items older than 90 days will be allowed.
13. Invoices should be submitted within 30 days from the `INVOICE_DATE`.
14. The `INVOICE_DATE` cannot be post-dated.

15. Rio Tinto requires the Rio Tinto Matter Number, as advised on authorisation to bill, be populated in the CLIENT_MATTER_ID field.
16. Rio Tinto requires timekeepers bill in tenths of an hour (example: .10, .20, .50) increments. Time increments in excess of tenth of an hour increments (example: .25, .35) will be rejected.
17. Rio Tinto requires line item units, rates and adjustments contain no more than two decimal places (example – 00.xx).
18. All fee items must have a TIMEKEEPER_ID provided.
19. All TIMEKEEPER_IDs must match those previously reconciled with the Rio Tinto client.
20. The Timekeeper rate charged by each individual Timekeeper must not exceed the rate approved by Rio Tinto.
21. All fee items must have a TIMEKEEPER_CLASSIFICATION provided. This classification must match the LEDES standard classifications:

TK Classification	TK Classification Code
Attorney – Partner	PT
Attorney – Senior Associate	SA
Attorney – Associate	AS
Attorney – Junior Associate	JA
Legal Assistant	LA
Of Counsel	OC
Other	OT
Paralegal	PL

22. Rio Tinto requires that the invoice total correctly. This means the sum of the Invoice LINE_ITEM_TOTAL amounts must equal the INVOICE_TOTAL amount. If these amounts do not match an error will occur.
23. LINE_ITEM_TOTAL must equal the following: LINE_ITEM_UNIT_COST * LINE_ITEM_NUMBER_OF_UNITS + LINE_ITEM_ADJUSTMENT_AMOUNT. Examples for this are below:

LINE_ITEM_UNIT_COST	*	LINE_ITEM_NUMBER_OF_UNITS	+	LINE_ITEM_ADJUSTMENT_AMOUNT	=	LINE_ITEM_TOTAL
100.00	*	2	+	-50.00	=	150.00
100.00	*	2	+	0.00	=	200.00
0.20	*	100	+	-10.00	=	10.00

24. All other LEDES fields should be completed per the LEDES specification.
25. No GST or VAT shall be charged for those services that are not subject to GST or VAT (e.g. advice provided to a Rio Tinto client which is considered to be an export of services).

LEDES1998BI (International) Specific Validations

Firms must submit in the LEDES1998BI format

1. The LAW_FIRM_ID field should be populated with the law firm's Tax ID for VAT ID.
2. The PO_NUMBER field should be populated with the Rio Tinto Purchase Order Number.
3. LAW_FIRM_NAME and LAW_FIRM_ADDRESS fields must be populated.
4. CLIENT_NAME and CLIENT_ADDRESS fields must be populated.
5. LAW_FIRM_COUNTRY and CLIENT_COUNTRY fields must be populated with the three (3) letter ISO country code rather than the country name.
6. The INVOICE_CURRENCY field must be populated with the three (3) letter ISO currency code for the invoice.
7. The ACCOUNT_TYPE field must be populated with either O (own account) or T (third party).
8. The LINE_ITEM_TAX_TYPE field must be populated with one or more of the following Tax Type Codes:
 - **VAT** – Value added tax
 - **GST** – Goods and services tax or General sales tax, as applicable
 - **HST** – Harmonized sales tax
 - **PST** – Provincial sales tax
 - **QST** – Quebec sales tax
 - **NTX** – No tax billed

Additional Tax Type Codes may be added from time to time.

LEDES1998BI math validations

9. The $LINE_ITEM_TAX_TOTAL$ must equal the following: $(LINE_ITEM_UNIT_COST * LINE_ITEM_NUMBER_OF_UNITS + LINE_ITEM_ADJUSTMENT_AMOUNT) * LINE_ITEM_TAX_RATE$.
10. The $INVOICE_TAX_TOTAL$ must equal the sum of the $LINE_ITEM_TAX_TOTALs$.
11. The $INVOICE_NET_TOTAL$ must equal the sum of the $LINE_ITEM_TOTALs$ minus the sum of the $LINE_ITEM_TAX_TOTALs$.
12. The $INVOICE_NET_TOTAL$ must equal the sum of the $LINE_ITEM_TOTALs$ minus the sum of the $LINE_ITEM_TAX_TOTALs$.

13. LINE_ITEM_TOTAL must equal the following: (LINE_ITEM_UNIT_COST * LINE_ITEM_NUMBER_OF_UNITS + LINE_ITEM_ADJUSTMENT_AMOUNT) + LINE_ITEM_TAX_TOTAL. Examples for this are below:

LINE_ITEM_UNIT_COST	*	LINE_ITEM_NUMBER_OF_UNITS	+	LINE_ITEM_ADJUSTMENT_AMOUNT	=	LINE_ITEM_TAX_TOTAL	=	LINE_ITEM_TOTAL
100.00	*	2	+	-50.00	=	29.40	=	179.40
100.00	*	2	+	0.00	=	34.10	=	234.10
0.20	*	100	+	-10.00	=	0.95	=	10.95

14. The INVOICE_TOTAL must equal the sum of the Invoice LINE_ITEM_TOTALs.

XML 2.1 Specific Validations

1. The LINE_ITEM_TAX_TYPE field must be populated with one or more of the following Tax Type Codes:

- **VAT** – Value added tax
- **GST** – Goods and services tax or General sales tax, as applicable
- **HST** – Harmonized sales tax
- **PST** – Provincial sales tax
- **QST** – Quebec sales tax
- **NTX** – No Tax Billed

Do not duplicate/triplicate line item entries for taxes. XML allows for multiple taxes for the same fee line item.

Split invoices

Vendors should submit invoices with full line item detail and a single invoice level adjustment line item (IF) must be entered to reduce the net amount due to the amount for which Rio Tinto is responsible.

Flat/fixed fee invoices

Flat fee invoices must be submitted with full line item detail and a single invoice level adjustment line item (IF) must be entered to adjust the total to the agreed upon amount. The invoice level adjust line must be coded with FF in the LINE_ITEM_TASK_CODE field.

Client Contact

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Schedule 1 – Appendix A

Litigation Code Set

- L100 Case Assessment, Development and Administration
- L110 Fact Investigation/Development
- L120 Analysis/Strategy
- L130 Experts/Consultants
- L140 Document/File Management
- L150 Budgeting
- L160 Settlement/Non-Binding ADR
- L190 Other Case Assessment, Development and Administration
- L200 Pre-Trial Pleadings and Motions
- L210 Pleadings
- L220 Preliminary Injunctions/Provisional Remedies
- L230 Court Mandated Conferences
- L240 Dispositive Motions
- L250 Other Written Motions and Submissions
- L260 Class Action Certification and Notice
- L300 Discovery
- L310 Written Discovery
- L320 Document Production
- L330 Depositions
- L340 Expert Discovery
- L350 Discovery Motions
- L360 Discovery On-Site Inspections
- L390 Other Discovery
- L400 Trial Preparation and Trial
- L410 Fact Witnesses
- L420 Expert Witnesses
- L430 Written Motions and Submissions
- L440 Other Trial Preparation and Support
- L450 Trial and Hearing Attendance
- L460 Post-Trial Motions and Submissions
- L470 Enforcement
- L500 Appeal
- L510 Appellate Motions and Submissions
- L520 Appellate Briefs
- L530 Oral Argument

eDiscovery Code Set

- L600 Identification
- L601 Discovery planning
- L602 Interviews
- L609 Quality assurance and control
- L610 Preservation

- L611 Preservation order
- L612 Legal hold
- L619 Quality assurance and control
- L620 Collection
- L621 Collection/Recovery
- L622 Media costs
- L623 Media/ESI Transfer, Receipt, Inventory
- L629 Quality assurance and control
- L630 Processing
- L631 ESI stage, preparation and process
- L632 Scanning - Hard Copy
- L633 Foreign language translation
- L634 Exception handling
- L639 Quality assurance and control
- L650 Review
- L651 Hosting costs
- L652 Objective and Subjective coding
- L653 First pass document review
- L654 Second pass document review
- L655 Privilege review
- L656 Redaction
- L659 Quality assurance and control
- L660 Analysis
- L670 Production
- L671 Conversion of ESI to production format
- L679 Quality assurance and control
- L680 Presentation
- L690 Project Management
- L693 Review Planning & Training

Counseling Code Set

- C100 Fact Gathering
- C200 Researching Law
- C300 Analysis and Advice
- C400 Third Party Communication

Project Code Set

- P100 Project Administration
- P200 Fact Gathering/Due Diligence
- P300 Structure/Strategy/Analysis
- P400 Initial Document Preparation/Filing
- P500 Negotiation/Revision/Response
- P600 Completion/Closing
- P700 Post-Completion/Post-Closing

- P800 Maintenance and Renewal
- P900 Transactional Advice and Opinion
- P920 Ongoing Relationship Advice
- P930 Other

Mergers & Acquisitions Code Set

- MF10 Antitrust / Competition
- MF20 Data Security/Privacy/Data Protection/Cyber Security
- MF30 Employment, Labour and Employee Benefits
- MF31 Executive Compensation
- MF40 Environmental
- MF50 Intellectual Property and Technology
- MF60 Real Property
- MF70 Securities Regulatory Matters
- MF80 Tax
- MA00 Preliminary Matters
- MB00 Purchase/Merger Agreement
- MC00 Due Diligence and Disclosure Schedules
- MD00 Ancillary Documents
- ME00 Financing

Governance Risk & Compliance Code Set

- G111 Analyse the External Business Context
- G112 Analyse External Stakeholder and Influencer Needs
- G121 Define the Internal Context
- G122 Determine Changes Needed to Align the Internal Context and GRC capability
- G131 Analyse Ethical Culture
- G132 Analyse Ethical Leadership
- G133 Analyse Risk Culture
- G134 Analyse Board Involvement
- G135 Analyse Governance Culture and Management Style
- G136 Analyse Workforce Engagement
- G141 Define Mission & Vision
- G142 Define Values
- G143 Define Business Objectives
- G144 Define Risk Appetite and Decision Criteria
- G145 Define Indicators, Targets and Tolerances
- G146 Obtain Commitment to Mission, Vision, Values and Objectives
- G147 Communicate Mission, Vision and Values
- G211 Define GRC capability Scope
- G212 Define GRC capability Style and Goals
- G213 Obtain Commitment to the GRC capability
- G221 Define and Enable GRC capability Oversight Roles and Accountability
- G222 Define and Enable Management Roles and Accountability

- G223 Define and Enable Leadership Roles and Accountability
- G224 Define and Enable GRC Capability Operational Roles
- G225 Define and Enable Assurance Roles and Accountability
- G231 Allocate Accountability to Individuals and Committees
- G232 Define GRC Capability Processes and Integrate with Business Processes
- G233 Define Measurement and Evaluation Approach
- G234 Define Organizational Change Management Approach
- G235 Develop, Maintain and Authorize a Business Case
- G311 Review Business Objectives, Processes and Resources
- G312 Identify External Sources and Forces
- G313 Identify Internal Sources and Forces
- G314 Identify Opportunities & Threats
- G315 Identify Mandatory & Voluntary Requirements
- G316 Identify Interrelatedness & Trends
- G317 Conduct High Level Analysis of Risk/Reward
- G318 Conduct High Level Analysis of Requirements Impact/Conformance
- G319 Assign Accountability to Monitor Changes
- G321 Analyse Approach to Requirements
- G322 Analyse Inherent Risk/Reward
- G323 Analyse Current Approaches to Risk/Reward
- G324 Determine Current Residual Risk/Reward
- G325 Prioritize Threats, Opportunities and Requirements
- G331 Explore Options to Address Requirements
- G332 Explore Options to Address Risk/Reward
- G333 Determine Planned Residual Risk/Reward and Conformance
- G334 Address Inherently High Risk
- G335 Develop Key Indicators
- G336 Develop Integrated Plan
- G411 Establish Proactive Management Actions and Controls
- G412 Establish Preventive Process Controls
- G413 Establish Preventive Human Capital Controls
- G414 Establish Preventive Technology Controls
- G415 Establish Preventive Physical Controls
- G421 Develop the Code of Conduct
- G422 Implement and Manage the Code of Conduct
- G423 Develop and Implement Ethical Decision-Making Guidelines
- G431 Establish Policy Structure
- G432 Develop Policies
- G433 Implement and Manage Policies
- G441 Define an Awareness and Education Plan
- G442 Define a Curriculum Plan
- G443 Develop or Acquire Content
- G444 Implement Education
- G445 Provide Helpline

- G446 Provide Integrated Support
- G451 Hire and Promote Based on Conduct Expectations
- G452 Develop Compensation and Remuneration that Consider Conduct Expectations
- G453 Develop Rewards Programs
- G461 Understand Stakeholders
- G462 Develop Stakeholder Relations Plans
- G463 Identify and Track Activity by Requirement Issuing Authorities
- G464 Comment on Planned or Proposed Items
- G465 Propose Mandates, Standards or Guidance
- G471 Assess Risk Financing Need and Options
- G472 Set Risk Financing Objectives
- G473 Design Risk Financing Strategy
- G474 Implement Risk Financing Strategy
- G511 Establish Detective Actions and Controls
- G512 Establish Detective Process Controls
- G513 Establish Detective Human Capital Controls
- G514 Establish Detective Physical Controls
- G515 Establish Detective Technology Controls
- G516 Consolidate and Analyse Control Findings
- G521 Capture Notifications
- G523 Filter and Route Notifications
- G524 Adhere to Data Protection Requirements
- G531 Establish Multiple Pathways to Obtain Workforce and Stakeholder Views
- G532 Establish an Organization-Wide Integrated Approach to Surveys
- G533 Establish an Integrated Approach to Self-Assessments
- G534 Gather information through observations and conversations
- G535 Report Information and Findings
- G611 Establish Responsive Actions and Controls
- G612 Establish Corrective Process Controls
- G613 Establish Corrective Human Capital Controls
- G614 Establish Corrective Technology Controls
- G615 Establish Corrective Physical Controls
- G616 Monitor and Report Corrective Controls
- G621 Define the Inquiry and Investigation Process
- G622 Prepare to Investigate
- G623 Conduct Investigations
- G624 Report Results of Investigations
- G631 Prepare for and Address Third Party Inquiries
- G632 Prepare to Identify Third Party Investigations
- G633 Prepare to Manage Third Party Investigations
- G634 Prepare to Select Team for Third-Party Investigation
- G635 Prepare to Respond to Specific Third-Party Investigations
- G641 Develop Crisis Response and Continuity Plans
- G642 Identify Crisis Readiness and Response Teams

- G643 Test Plans and Procedures
- G644 Coordinate Plans
- G651 Remediate the GRC capability
- G652 Discipline Individuals
- G653 Disclose Issue Resolution
- G711 Monitor External Context
- G712 Monitor Internal Context
- G721 Monitor and Evaluate Capability Design
- G722 Review and Reconsider Risks
- G723 Identify Relevant Actions and Controls
- G724 Analyse Potential for Failure
- G725 Identify Monitoring Information
- G726 Perform Monitoring Activities
- G727 Analyse and Report Monitoring Results
- G731 Develop Improvement Plan
- G732 Implement Improvement Initiatives
- G741 Plan Assurance Assessment
- G742 Perform Assurance Assessment
- G811 Develop a GRC Information Management Classification Structure
- G812 Develop GRC Information Collection Policies & Procedures
- G813 Develop GRC Information Access, Use and Transfer Policies & Procedures
- G814 Develop GRC Information Storage & Disposition Policy & Procedures
- G821 Develop Reporting Plan
- G822 Develop Communication Plan
- G831 Assess Technology Needs and Gaps
- G832 Develop GRC Technology Portion of GRC Strategic Plan

Schedule 1 – Appendix B

Expense Codes

- E100 Expenses
- E101 Copying
- E102 Outside printing
- E107 Delivery services/messengers
- E108 Postage
- E109 Local travel
- E110 Out-of-town travel
- E111 Meals
- E112 Court fees
- E113 Subpoena fees
- E114 Witness fees
- E115 Deposition transcripts
- E116 Trial transcripts
- E117 Trial exhibits
- E118 Litigation support vendors
- E119 Experts
- E120 Private investigators
- E121 Arbitrators/mediators
- E122 Local counsel
- E123 Other professionals
- E124 Other

Schedule 1 – Appendix C

Activity Codes

- A101 Plan and prepare for
- A102 Research
- A103 Draft/Revise
- A104 Review/Analyse
- A105 Communicate (within legal team)
- A106 Communicate (with client)
- A107 Communicate (opponents/other outside counsel)
- A113 Communicate (witnesses)
- A114 Communicate (experts)
- A108 Communicate (other external)
- A109 Appear For/Attend
- A110 Manage Data/Files/Documentation
- A112 Billable Travel Time
- A115 Medical Record and Medical Bill Management
- A116 Training
- A117 Special Handling Copying/Scanning/Imaging (Internal)
- A118 Collection-Forensic
- A119 Culling & Filtering
- A120 Processing
- A121 Review and Analysis
- A122 Quality Assurance and Control
- A123 Search Creation and Execution
- A124 Privilege Review Culling and Log Creation
- A125 Document Production Creation and Preparation
- A126 Evidence/Exhibit Creation and Preparation
- A127 Project Management
- A128 Collection Closing Activities
- A111 Other

Schedule 2

Business Integrity Commitments

1. COMPLIANCE WITH RELEVANT REQUIREMENTS AND POLICIES

- 1.1 The firm understands that the Rio Tinto Group is subject to a number of laws prohibiting bribery and corruption, dealings with proceeds of crime or facilitation of tax evasion, or which relate to business integrity more broadly including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017 and the Proceeds of Crime Act 2002 (UK); Division 70 of the Schedule to the Criminal Code Act 1995 (Cth) (Bribery of Foreign Public Officials) of Australia (as amended); the Foreign Corrupt Practices Act of 1977 (US) and analogous laws of applicable jurisdictions.
- 1.2 The firm must comply with all applicable legislation, laws and requirements relating to the services it performs for the Rio Tinto Group.
- 1.3 In performing the services no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 1.4 The firm represents and warrants that it has not offered, paid, promised to pay, authorised the payment of or transferred money or anything of value to any person (including a government official or private individual or enterprise) to secure any improper advantage or benefit in relation to the services it performs for the Rio Tinto Group.
- 1.5 The firm must not directly or indirectly offer, pay, promise, give, authorise, solicit or accept any bribe or other undue advantage (of whatever nature or amount, including facilitation payments) to be made to or received from any person (including a government official, private individual or enterprise) in order to obtain, retain or direct business or to influence or secure any other improper advantage or benefit in connection with the services it performs for the Rio Tinto Group.
- 1.6 The firm must immediately notify Rio Tinto if any person approaches the firm for any bribery or other corrupt activity concerning Rio Tinto.
- 1.7 The firm acknowledges and agrees that Rio Tinto subscribes to and governs itself in accordance with business principles, policies and practices, including policies on business integrity set out in “*The Way We Work*” and “*Business Integrity Standard*”, and the “*Supplier of Code Conduct*” (together, “**Rio Tinto Policies**”) copies of which are available here: <http://www.riotinto.com/aboutus/policies-standards-and-guidance-5243.aspx>. The firm further acknowledges that: (i) it has read and understands the Rio Tinto Policies; (ii) it and its personnel subscribe to business principles which are aligned with those followed by Rio Tinto; (iii) the firm and its personnel follow policies and implements practices which reflect the principles and covenants of Rio Tinto, and (iv) the firm has in place controls and procedures to procure compliance with the firm’s policies and applicable legislation.
- 1.8 The firm must require its personnel to agree to and comply with the provisions of this Schedule 2. Where the firm engages a sub-contractor, then it must use reasonable endeavours to ensure that the sub-contractor is aware of and complies with section 1 of this Schedule 2.

- 1.9 The firm agrees to notify Rio Tinto promptly upon discovery of any instance where the firm or any of its personnel or sub-contractors fail to comply with the provisions of this Schedule 2. The firm agrees to co-operate in good faith and to provide all reasonable assistance in responding to any enquiries which Rio Tinto may undertake as a result of such notification.
- 1.10 The firm must, on request by Rio Tinto from time to time, confirm in writing that it has complied with the provisions of this Schedule 2 and provide any information reasonably requested by Rio Tinto in support of such compliance.

2. AUDIT RIGHTS

- 2.1 The firm will allow Rio Tinto and any auditors or other advisers to Rio Tinto to access any of the firm's premises, personnel, and relevant records as may be required to:
 - (a) undertake verification that the services are being provided and all obligations of the firm are being performed in accordance the provisions of this Schedule 2; or
 - (b) fulfil any legally enforceable request by any regulatory body.
- 2.2 Subject to paragraph 2.3 of Schedule 2, the firm will provide Rio Tinto (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to any audit. Rio Tinto and its third-party representatives will have the right to immediately access and take copies of any records and any other information held at the firm's premises and to meet with the firm's personnel to audit the firm's compliance with its obligations under this Schedule 2. The Consultant will give all necessary assistance to the conduct of such audit and for period of three years after termination or expiry of its engagement by Rio Tinto.
- 2.3. Rio Tinto agrees and acknowledges that:
 - (a) it will give the firm reasonable written notice (not less than ten (10) working days) before a proposed audit;
 - (b) audits will be carried out at the cost and expense of Rio Tinto (but the firm shall bear its own reasonable costs) and, unless conducted for the purposes of paragraph 2.1(b) above, be limited to one (1) per year;
 - (c) Rio Tinto's representatives shall be mutually agreed by Rio Tinto and the firm (acting reasonably);
 - (d) the firm's representatives will be entitled to accompany Rio Tinto's representatives at all times whilst on the firm's premises;
 - (e) to the extent legally permitted, Rio Tinto will send the firm a complete copy of the audit report or other results as soon as made available Rio Tinto; and
 - (f) the exercise of any audit rights shall at all times be subject to compliance with the firm's applicable legal and regulatory obligations (including those pertaining to confidentiality and data protection).

Schedule 3

Rio Tinto	
Purchase Order Request from [Law Firm]	
1.	<p>Name of Instructing entity and Primary Rio Tinto Contact</p> <p>We understand we will be acting for [insert name of relevant Rio Tinto group e.g. <i>Rio Tinto London Limited</i>].</p> <p>The Primary Rio Tinto Contact for this matter will be [#].</p>
2.	<p>Scope of Work</p> <p><i>[Describe in general terms].</i></p>
3.	<p>Fee Arrangements</p> <ul style="list-style-type: none"> We estimate the amount of legal fees (excluding GST but including disbursements) for the work will be approximately <p>Once approved a purchase order will be raised, and you will notify us of the purchase order number.</p>
4.	<p>Change to Scope or Fee Arrangements</p> <p>The scope of our work may change at your request. On request, we will reissue this form with amendments marked.</p> <p>If the fee arrangements need to be reviewed we will notify you, and discuss that review with you. Upon approval of the amended fee arrangement, we will reissue this form with amendments marked, and you will notify us of the purchase order amendment.</p>
5.	<p>Billing</p> <p>Invoices for this matter will be issued monthly and include all information required by and otherwise comply with the terms of the External Counsel Guidelines.</p>
6.	<p>Commencement</p> <p>We may have commenced work on this matter before the date of this email, and therefore before receiving purchase order details. We have promptly issued this form on receiving instructions.</p>
<p>Date: [Law Firm]</p>	

Schedule 4

Legal Budget Form

Date: _____

1. Internal Rio Tinto lawyer: _____

2. General description of task (scope of work) and estimated time period:

3. Estimated legal fees for task (estimated budget):

US\$ _____ (or other currency if appropriate)

List any principal variables that may alter budget:

i) _____

ii) _____

4. Main firm personnel including name and seniority needed for task/s:

i) _____

ii) _____

5. Timeframe for completion:

Schedule 5

STRICTLY CONFIDENTIAL

[Law Firm] – Matter Report for Rio Tinto [period commencement] to [period end]		
1.	Matter	<i>[Insert matter description and number]</i>
2.	Rio Tinto Entity	<i>[Insert name of relevant group entity]</i>
3.	Work Type	<i>[Insert relevant work type description e.g.]</i> <i>[Joint Venture]</i> <i>[Litigation]</i> <i>[Approvals]</i>
4.	Scope	<i>[Insert scope of per purchase order request]</i>
5.	Status	<i>[Insert status]</i> <i>[Active]</i> <i>[Awaiting instructions]</i> <i>[Awaiting third party response]</i> <i>[Dormant]</i>
6.	Rio Tinto Contact Persons	<i>[Include names of legal and commercial contact persons]</i>
7.	Law Firm Contact Person	<i>[Insert name of responsible partner and contact lawyer]</i>
8.	Reporting Period Fees (£/\$/€)	
9.	Reporting Period Disb's (£/\$/€)	
10.	Total fees calendar YTD	
11.	Disbursements calendar YTD	
	Sub-totals	

[Law Firm] – Matter Report for Rio Tinto
[period commencement] to [period end] and [[] calendar YTD

Summary for reporting period and YTD (including fees, disbursements, and GST)

	Amount during reporting Period £/\$/€	YTD £/\$/€
1. Rio Tinto London Limited	#	#
2. [insert name of other relevant Rio Tinto entity]	#	#
TOTAL	<hr/>	<hr/>