

VISA

Outside Counsel Guidelines

Effective July, 2014

***** As we transition our e-billing platform to CounselLink, please note any reference to Datacert is replaced with CounselLink.**

We are working on revising our Guidelines to reflect this transition and will be circulating an updated Guidelines once finalized. ***

Visa Legal Department
900 Metro Center Boulevard
Foster City, CA 94404

Privileged and Visa Confidential - Attorney Work Product

SUMMARY OF CHANGES

- Removed reference to Deputy General Counsel
- Back-up documentation required for disbursements above \$10,000 on any given invoice (see Section 7)
- CEMEA invoices and billing inquiries (see Section 8)
- Billing questions for Trademark specific matters (see Section 8)
- For Law Firms retaining 3rd party document management vendors on behalf of Visa, addition terms need to be added to the contract (see Section 10.4)
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1. Introduction

Visa Inc. and its subsidiaries ("Visa" or the "Company") place a high priority on developing and maintaining meaningful and effective relationships with its outside counsel, experts, and consultants. Legal services provided to the Company should be performed efficiently, creatively, and in full compliance with applicable standards of professional responsibility. These Outside Counsel Guidelines (the "Guidelines") were developed by Visa's Legal Department and Government Relations Department to inform outside counsel of the type and quality of legal services that Visa expects; the management processes that Visa follows when working with outside counsel; and the billing procedures that outside counsel should utilize when providing legal services to Visa. The Guidelines apply to all engagements with Visa, regardless of whether or not they involve litigation. The Guidelines are effective immediately, and may be amended from time to time.

By signing an engagement letter and/or by submitting billing invoices to Visa, your firm acknowledges and agrees to follow the Guidelines, including any future modifications of the Guidelines, in all pending and future matters in which the firm represents Visa.

You should ensure that all timekeepers at your firm have read and understand the Guidelines prior to working on Visa matters. If you have any questions about the Guidelines, please raise them with your "Visa Supervising Attorney" (see Section 4.1 below).

2. Law Firms Outside the United States

Unless prohibited by local law or regulation, law firms outside the United States are also required to adhere to the Guidelines. If you have a question regarding the application of a particular provision of the Guidelines in an engagement outside the United States, please consult with your Visa Supervising Attorney.

3. Engagement of Outside Counsel

3.1 Selection of Counsel: Visa's in-house attorneys are responsible for the selection and supervision of all outside counsel retained to perform legal work on Visa's behalf. No Visa employee, other than a Visa in-house attorney, may engage outside counsel on behalf of Visa without prior approval of a Visa attorney. If asked to perform legal work by someone at Visa other than a Visa attorney, you should contact a Visa attorney before proceeding and advise the person requesting the work that you have been instructed to do so by the Legal Department.

3.2 Engagement Letter: No legal work may be performed for Visa without an engagement letter stating the terms of the engagement. Visa will not pay for legal services not covered by an engagement letter.

3.3 Firm Relationship Partner: For each engagement for legal services approved by Visa's Legal Department, the firm providing service should appoint a primary relationship partner who will be the principal point of contact between the firm and the Visa Supervising Attorney.

4. Interaction with In-House Counsel

4.1 Visa Supervising Attorney: For every legal matter affecting Visa, an in-house Visa Supervising Attorney will be assigned by Visa to have ultimate responsibility for managing the matter (the "Visa Supervising Attorney"). If you are unsure who the Visa Supervising Attorney is on a particular matter, please contact Visa's Chief Legal Officer/General Counsel or his/her delegate.

4.2 Legal Operations: The Legal Operations team will serve as a liaison with outside counsel on operational issues (e.g., billing procedures, expense policies, systems).

4.3 Keeping the Visa Supervising Attorney Informed: The Visa Supervising Attorney should be treated as both the client and as a partner to the engagement. A key expectation is that you will keep the Visa Supervising Attorney informed of all important calendared dates and significant developments relating to the matters you are handling for Visa. As soon as you become aware of an important date or development, you should notify the Visa Supervising Attorney to provide him/her the opportunity to participate substantively, and to ensure that Visa meets its SEC and audit reporting obligations. Whenever it is anticipated that the Visa Supervising Attorney may wish to provide input on drafts of important documents (e.g., pleadings, briefs, reports, etc.), such drafts should be provided to the Visa Supervising Attorney at least 7 days in advance of the filing/delivery date whenever practicable so that the Visa Supervising Attorney has time for meaningful review and comment.

4.4 Communications with Visa Employees: To enable consistent and effective legal advice, outside counsel may not be engaged by business units other than the Legal Department, nor may outside counsel communicate with Visa business employees without involving the Visa Supervising Attorney in the communication, unless the Visa Supervising Attorney has specifically granted an exception to this guideline. All legal advice must be specifically approved by the Visa Supervising Attorney. Furthermore, invoices for legal services should be submitted to Visa's Legal Department for processing, as outlined in the billing procedures in Section 8. You should not invoice Visa's business employees directly.

5. Professional Responsibility

5.1 High Ethical Standards: Visa expects outside counsel to observe the highest ethical standards when representing the Company.

5.2 Conflicts of Interest: Visa expects that you will perform a thorough conflicts check before representing the Company, and that you will have identified and discussed any actual or potential conflicts with the Visa Supervising Attorney and obtained any necessary waivers. Visa does not grant advance conflict waivers. If, during the course of your representation of Visa, you become aware of other actual or potential conflicts of interest, you must immediately provide the Visa Supervising Attorney with all necessary details of the conflict. If, in our opinion, an actual or potential conflict exists, we will not permit you to perform further work for Visa unless and until the conflict is disclosed and resolved. For conflict purposes, all of Visa's parents, subsidiaries and affiliates are to be considered as being a part of Visa even though they may be separate legal entities. You should ask a Visa attorney or send a request to VisaLegalFinance@visa.com for a

current list of Visa's subsidiaries and affiliates.

5.3 Conflict Waivers: Any requests for a conflict waiver should be submitted to the Visa Supervising Attorney for his/her consideration.

6. Budgeting, Fees and Staffing

We will agree on a fee arrangement at the outset of each engagement. You must seek and obtain our prior written approval if you wish to make any change in the fee arrangement, including any requests for billing rate increases. Visa Legal, like other corporate legal departments, is constantly encouraged to reduce costs. In that regard, we appreciate law firms that are competitive in their fee practices and continually looking for ways to keep legal fees and costs to a minimum.

We view every bill from outside counsel as a certification by the firm and billing partner that the legal services and disbursements reflected on the bill are reasonable for the legal matter involved, are necessary for the proper provision of legal services, and conform to the Guidelines. We will ask that unreasonable bills be adjusted appropriately and will not approve fee or expense charges that do not conform to the Guidelines.

6.1 Budget: At the inception of an engagement, or promptly thereafter, outside counsel should consider and discuss with the Visa Supervising Attorney whether a budget is appropriate. For budget guidelines specific to litigation matters, please refer to Section 9.8.

6.2 Hourly Billing Rates: Hourly billing rates for all timekeepers shall be agreed upon in writing prior to the beginning of an engagement. We expect those firms to whom we give a substantial volume of work to offer us rates no higher than the rates offered to the firm's other significant clients. We expect that the rates you offer are market-competitive, and this is a significant factor in our case staffing decisions.

Requests for changes to agreed billing rates must have the prior written approval of the Visa Supervising Attorney or the Chief Legal Officer/General Counsel or his/her delegate. Visa will not pay at rates higher than those agreed until approval has been given in writing. We expect all requests for rate increases to be: (a) submitted at least a month in advance of their proposed effective date, in order to provide adequate time for review by Visa; and (b) substantiated with appropriate data explaining why the changes are necessary and reasonable. Unless otherwise agreed by Visa, requests for changes in rates will not be considered more than once in any 24-month period except for promotions and changes in seniority. You should not assume that Visa will approve rate changes simply because your firm automatically increases rates at the beginning of a new calendar or fiscal year.

We expect that the costs of contract professionals and experts will be passed through to Visa at the costs incurred by the law firm, unless you have the prior written approval of the Visa Supervising Attorney to do otherwise. Before you retain contract professionals or experts, you should discuss with your Visa Supervising Attorney whether these resources should be procured through Visa, which may be able to obtain the needed professional or expert at advantageous

rates.

6.3 Alternative Fee Arrangements: Visa encourages its outside counsel to propose alternative fee structures to the hourly rate fee model in appropriate situations. We understand that alternative fee structures often pose a challenge in large litigation matters. Nevertheless, we remain interested in discussing alternative fee structures that incorporate incentives for a cost-effective approach, including, but not limited to: discounted hourly rates; volume rates; blended hourly rates; fixed fees; fixed fee per phase plus bonus; incentive billing; modified contingency; and retainer arrangements.

6.4 Time/Activities Deemed Billable: Visa is sensitive to the volume of hours billed and asks that you continually look for opportunities to minimize the cost of delivering your services. Visa will gladly pay for hours well spent in providing quality legal services to the Company. There are a number of activities, however, that we do not consider to be compensable time, including the following:

- Preparation of proposals to work for Visa;
- Budgeting - including compiling the legal budget for the matter;
- Preparation and review of billing statements or responding to billing inquiries;
- Responses to billing and other audits;
- Organization of correspondence and pleadings and other miscellaneous administrative tasks (e.g., ordering meals, arranging transportation/other travel, copying, scanning);
- Travel time (unless explicitly working on a Visa matter during the course of travel);
- Time spent investigating, reporting and resolving actual and potential conflicts or preparing conflict waiver requests.

In addition, Visa will not pay for intraoffice or interoffice conferences among attorneys unless a conference is a necessary strategy meeting. We expect that the frequency of such conferences, and the number of attorneys or other timekeepers attending, will be limited; and that the firm's supervising partners will consider whether each attorney or timekeeper present at a conference is a necessary contributor.

Visa also expects outside counsel to use reasonable judgment and minimize the number of attorneys attending any given meeting, witness interview, deposition, hearing, or the like. We will not reimburse for time spent by more than two attorneys on any such given task without prior discussion with the Visa Supervising Attorney.

6.5 Appropriate Staffing/Resourcing

6.5.1 Initial Staffing: Staffing arrangements should be mutually agreed upon at the commencement of each engagement and be part of the working plan for the case approved by the Visa Supervising Attorney. We value attorneys who have obtained knowledge of the Company through their previous work on Visa matters, and therefore have a strong preference that those attorneys (assuming they have the requisite subject matter expertise) be considered for staffing on the case.

6.5.2 Staffing Changes: We have learned that substantial inefficiencies and increased costs often result from substitution of attorneys and other professionals on any given matter, and therefore expect outside counsel to make reasonable efforts to avoid such changes. Any changes or additions to the initial staffing of a matter should be implemented only with the prior approval of the Visa Supervising Attorney. Visa will not pay for hours billed by timekeepers who have not been approved by Visa, and counsel will be asked to resubmit any bills that include such fees. Except in unusual circumstances, Visa will not pay for time required to get new attorneys "up to speed" on a case if they are replacing attorneys who are leaving the case.

6.5.3 Appropriateness of Staffing: Visa expects outside counsel to use the most cost-efficient timekeeper for any given task. Partners should exercise their judgment in delegating appropriate tasks to associates. Associates, in turn, should not be used for services performable by paralegals, such as developing initial discovery responses, routine document review, preparing deposition notices, organizing documents, and interfacing with service providers. Likewise, paralegals should not be used for tasks that can be performed by assistants or clerks. It is your responsibility to ensure that paralegals are utilized in an appropriate manner, and that administrative tasks (copying, scanning, distributing pleadings, updating case files, and document database management all being examples) are performed by assistants or clerks.

Visa will not pay for time billed by summer interns unless explicitly pre-approved by the Visa Supervising Attorney. Nor will Visa pay for the time of clerical or administrative staff who perform functions related to the normal operation of the law firm, which Visa considers part of the normal overhead of a legal practice. In addition, the Company will review closely work performed by attorneys and paralegals of minimal experience (e.g., two years or less) to ensure that we are obtaining sufficient value for the fee being charged. We will expect firms to adjust billings in instances where the charges do not appear reasonable. Firms that violate this request will be asked to resubmit their bills with the appropriate adjustments.

6.5.4 Use of Contract Professionals: Visa strongly encourages outside counsel to utilize contract attorneys, paralegals, or other para-professionals where it is appropriate and cost-efficient for a given task, and where the task can be completed by contract professionals in a competent and professional manner. In situations involving time-intensive tasks such as document review, you should discuss with your Visa Supervising Attorney whether the use of contract attorneys, paralegals, or other para-professionals is the prudent course.

7. Disbursement Policies

All disbursements should be reasonable and clearly differentiated from legal fees in all billing invoices. Any disbursements or series of disbursements that are likely to exceed U.S. \$10,000 on a given invoice should be first discussed, and cleared, with the Visa Supervising Attorney. Back-up documentation for disbursements above \$10,000 is also required at the time invoices are submitted and should be emailed to Visalegalfinance@visa.com.

Visa's disbursement guidelines with respect to specific items are described below. Visa expects the cost of other services and fees charged as disbursements to be passed through to Visa at the actual net cost incurred by you, without any mark-up for recovery of profit margin or capital

expenses.

7.1 Telephone and Facsimile Charges: Visa will reimburse firms for actual telephone usage charges for international telephone calls. We will not reimburse for local telephone charges, long distance telephone charges, or charges associated with the transmission of facsimiles, which we consider to be part of overhead and included within the agreed upon billing rates.

7.2 Messenger Deliveries and Postage: Visa will reimburse firms for messenger and express mail services provided these are necessary and that they are passed through at the actual cost incurred by the firm. We ask that you use such services in a cost-effective manner. In particular, we ask that you avoid the use of "overnight" delivery unless truly necessary. Visa will not reimburse for ordinary postage costs incurred as a natural course of doing business.

7.3 Copying: The copying and reproduction costs of outside vendors should be passed through to Visa at the actual cost to the firm for U.S. and Canada based law firms, that rate should not exceed U.S. \$0.13 per page for black/white photocopies. Outside vendors should be used for copying and other reproduction services whenever it would be cost-effective to do so (e.g., for large jobs). Where possible and more cost-efficient, you should use reproduction suppliers that Visa has approved and with whom it has negotiated discounted rates. Prior approval should be obtained from the Visa Supervising Attorney whenever outside reproduction costs are likely to exceed U.S. \$1,000.

7.4 Legal Research Services: Visa does not reimburse for computer-assisted research (e.g., WestLaw, Lexis or the like), but expects the costs of such legal research aids to be reflected in the firm's general billing rates.

7.5 Overhead and Internal Charges: Visa expects that your billing rates are inclusive of all overhead and internal charges. We will therefore not pay for any of the following: secretarial time, overtime charges, word processing charges, proofreading charges, and equipment rentals. With the exception of meals while traveling on Visa business, meals are not eligible for reimbursement.

7.6 Travel: Travel-related expenses can be significant and you should be as cost-sensitive as possible when making travel arrangements. The policies set forth below are consistent with Visa's new internal Travel and Expense Policies; exceptions will be granted sparingly.

Travel on Visa business should be discussed with the Visa Supervising Attorney prior to commencement of travel. In instances where you believe it requires more than one individual to travel for a particular case or matter, you should seek prior authorization from the Visa Supervising Attorney. Alternatives to travel, such as conference calls or video conferencing, should be used whenever possible. If travel is for multiple clients or purposes, we expect an appropriate allocation of hours between those multiple clients or purposes.

Visa does not pay for time in transit unless the time is used to perform work for Visa. Unless agreed otherwise in advance, we will not compensate you for time spent away from your office or home when you are not performing legal services for Visa.

7.6.1 Air Travel: Visa will reimburse air travel when billed within the following parameters:

Domestic: Outside counsel must use the lowest available non-stop coach airfare on all domestic flights, including trans-border Canada and U.S. flights, of five hours or less. For flights longer than 5 hours, premium economy may be used if available. Red-eye flight segments longer than 5 hours and flights departing after 9:00 p.m. may be booked in one class above coach, but not first class.

International: Outside counsel must use the lowest available business class airfare on major carriers on international flights longer than 4 hours elapsed flying time. If business class cannot be scheduled on a flight segment, coach class or premium economy shall be used for that particular flight segment, or an alternative flight may be selected where business class is available.

You may use your own frequent flyer mileage or other membership rewards to upgrade, provided that the upgrade is at no additional cost to Visa. If you choose to purchase a first class ticket, Visa will reimburse only the cost of an equivalent ticket purchased within the above parameters.

Ground Transportation: The most cost-effective means available should be used for transportation to and from airports and hotels. Use of shuttle services and courtesy buses is encouraged. Car rental is appropriate when it is less costly than a taxi, shuttle service, or courtesy bus. Visa will reimburse your law firm for necessary taxis and/or rental cars at actual cost, not to exceed a standard or mid-sized car rental rate. Parking costs for business purposes are also reimbursable. Visa will not reimburse for transportation by a black-car (limousine) service unless the cost is comparable to that of a taxi or you have requested and received permission from your Visa Supervising Attorney.

Hotels: Visa requires outside counsel to exercise discretion and prudence in connection with hotel expenditures. Visa will not reimburse 5-star hotel expenditures.

Meals: Visa will reimburse you for reasonable costs of out-of-town meals. Any meals provided to a "Covered Government Official" must also comply with Visa's Anti-Bribery Policy. A Covered Government Official includes, without limitation, any officer or employee of a government or any department or agency thereof; any officer or employee of any instrumentality at any level of a government, a political party, or a public international organization; any employees, officers, or agents of any entity in which a government has substantial direct or indirect ownership or control; or immediate family members of any of the foregoing persons. For more information, outside counsel should ask the Visa Supervising Attorney for the current version of the Anti-Bribery Policy or send the request for the policy to VisaLegalFinance@visa.com.

7.6.2 Amenities: Charges of a personal nature (such as entertainment, dry cleaning, or hotel laundry) will not be reimbursed by Visa.

7.6.3 Travel Service Fees: Visa will not reimburse you for fees charged by travel agents/services.

7.6.4 Airline Red Carpet Fees/Memberships: Visa will not reimburse you for airline memberships or red carpet fees.

Visa strongly encourages outside counsel to use Visa-branded payment cards for expenses that will be submitted to Visa.

8. Billing Procedures

8.1 Billing Format and Process: Legal invoices should not be sent to a Visa business employee or Visa's Accounts Payable Department directly.

- For U.S.-based matters, billing questions should be sent to VisaLegalFinance@visa.com.
- Legal invoices and invoice inquiries for CEMEA region should be sent to cemealegalinvoices@visa.com
- For Trademark specific matters, billing questions should be sent to TMInvoices@visa.com

Bills for legal services should be submitted monthly and within fifteen (15) days after the end of the month in which the services were performed or the expenses incurred. For example, bills for services rendered from May 1 through May 31, 2012 should be submitted by June 15, 2012. Expenses include third-party invoices from document vendors, expert witnesses, temporary employment agencies, or any third-party vendors retained by you and approved by Visa's Visa Supervising Attorney. It is your responsibility to review and ensure that **ALL** expenses are passed through to Visa in a timely manner, preferably within thirty (30) days after such services were rendered.

Visa shall have no obligation to pay any fees and/or expenses, including invoices from third-party vendors, that are submitted to Visa more than five (5) months from the date such fees are rendered or expenses are incurred.

For U.S.-based matters, Visa prefers to receive bills electronically via CounselLink, our online billing system, but the manner in which the bill will be submitted should be discussed with the Visa Supervising Attorney. Appendix B details the information we expect to see on each invoice, whether submitted electronically or in paper format. Visa will not reimburse for expenses incurred by electronic billing, but expects such costs to be reflected in the firm's general billing rates.

Incomplete or vague items on invoices make it difficult to understand the services rendered and can require both the Visa Supervising Attorney and outside counsel to spend significant amounts of time clarifying them. To enable meaningful review, it is particularly important that services performed and costs incurred are described in sufficient detail. **However, line-item fee description on invoices should never contain confidential, sensitive, or strategic information. Please discuss with your Visa Supervising Attorney what description is**

appropriate to enter on invoices regarding sensitive and confidential matters. Visa reserves the right to hold outstanding invoices until all disputed items and issues have been resolved, regardless of the stated invoice and payment terms.

All professionals working on a matter for the Company should be reminded that Visa will not accept "blocked" or "lumped" billing, where a large block of time on more than one task is contained in a single billing entry. Time spent on different tasks should be set forth in separate entries so that the Visa Supervising Attorney can judge if the time spent on any given task is reasonable.

Appendix B illustrates examples of acceptable and unacceptable billing descriptions.

All billings should be in increments of one-tenth of an hour (six minute increments) and, where applicable in U.S.-based matters, conform to the ABA Uniform Task Based Management System billing codes (e.g., L310, L320, L330, etc.) rather than summary task codes (L200, L300, etc.).

Visa expects that all bills for legal services will be reviewed by the responsible attorney in the law firm to ensure compliance with these Guidelines. In addition, all bills for legal services will be reviewed by the Visa Supervising Attorney or another Visa staff member for compliance and reasonableness. In the event that Visa inadvertently pays a bill that upon future review turns out not to be in compliance, Visa reserves the right to obtain a reimbursement for the overpayment.

8.2 Accruals: In order to prepare Visa's monthly Legal accruals, which facilitates the preparation of Visa's Financial Statements, Visa requires outside counsel to provide estimates of unbilled fees and expenses by close of business on the second to the last business day of the month in which the services were performed. So that Finance may determine whether an accrual is necessary for a particular matter, it is your responsibility to ensure that your estimates provide a fair representation of all unbilled fees and expenses incurred within each month. Expenses incurred by third-party vendors should be included in the unbilled estimate submission. Estimates for U.S.-based matters should be sent to VisaLegalFinance@visa.com. Estimates for matters outside the U.S. should be sent to the Visa Supervising Attorney.

8.3 Auditing of Bills: Visa reserves the right to audit bills presented for payment or actually paid by Visa. For this purpose, Visa may use either in-house auditors or the services of an independent auditor. You agree to cooperate fully with any such audit and to make all necessary receipts and records available to Visa for this purpose. Visa agrees to give you at least seven (7) business days' notice of any such audit.

8.4 Non-U.S. Law Firms & Vendors: Depending on the source of payment for particular invoices, Visa will notify international law firms and vendors if an original completed IRS Form W-8 BEN must be submitted to Visa. Where such a form is required, Visa will not process payment until it receives a proper IRS Form W-8 from the law firm or vendor. International law firms and vendors should obtain the appropriate version of the form from the IRS website at www.irs.gov. Completed IRS Forms W-8 should be sent by: (1) e-mailing a scanned copy to VisaLegalFinance@visa.com, and (2) mailing the original to: Visa, Attn: Legal Department

Operations, 900 Metro Center Boulevard, M1-12, Foster City, CA 94404. Failure to comply will result in delay of billing and payment processing.

For invoices submitted to a Visa office in the United States, Visa prefers to receive invoices in U.S. dollars, but the currency in which the bill will be submitted should be discussed with the Visa Supervising Attorney. Billing in U.S. dollars will help avoid currency exchange discrepancies and expedite payment processing. The preferred payment method is via wire transfers, while check payments are available upon request. If billing in foreign currency, we require wire information to process the invoice. This information should be sent with your invoice to VisaLegalFinance@visa.com.

9. Litigation-Specific Guidelines

9.1 Visa's Approach to Litigation: Visa believes that litigation objectives and strategy should be developed as early in the lawsuit as possible. The Visa Supervising Attorney will work with outside counsel to assemble an appropriate legal team, determine case objectives, develop case strategy and formulate a litigation plan for achieving the case objectives. The Visa Supervising Attorney will also work with outside counsel to ensure that costs and expenses are carefully managed and that the positions expressed for Visa are consistent with Company policy. The Visa Supervising Attorney will also assist outside counsel in gathering facts and documents, identifying witnesses and, in general, providing the support you will need from Visa to properly represent the Company. The Visa Supervising Attorney will also advise you of any relevant liability insurance coverage and/or indemnity agreements.

Outside counsel, together with the Visa Supervising Attorney and appropriate Visa business representatives as determined by the Visa Supervising Attorney, should then determine and agree upon Visa's litigation objectives, before considering the strategies to employ to achieve those objectives. This should be followed by a litigation plan, tracking the strategies to be employed. The Visa Supervising Attorney should be given the opportunity to participate in, and must approve, the determination of each of: (a) the litigation objectives, (b) the strategies to achieve the objectives, and (c) the working plan to implement the agreed strategies.

For any matter on which you anticipate billing more than U.S. \$2,000 in that fiscal year, you should work with the Visa Supervising Attorney to set up a separate billing matter number and submit a proposed budget if appropriate.

9.2 Activities Requiring Advance Approval: All strategy decisions arising in connection with significant litigation matters should be subject to discussion with the Visa Supervising Attorney. Advance approval from the Visa Supervising Attorney is specifically required before you engage in any of the following litigation efforts:

- (1) Commencing an action on behalf of Visa;
- (2) Transferring an action to another court (such as removal to U.S. federal court) or preparing a motion for change of venue;
- (3) Preparing a counter-or-cross-action against existing or new parties;
- (4) Preparing pre-trial dispositive motions (e.g., demurrers, motions to dismiss, motions for judgment on the pleadings, motions for summary judgment, or their equivalent under local law);

- (5) Selecting or retaining an expert witness, consultant, or any other law firm (e.g., local counsel);
- (6) Preparing discovery motions;
- (7) Preparing post-trial motions or noticing appeals; and
- (8) Engaging in any settlement discussions, even if raised by the court or similar authority.

In all such matters, briefs and memoranda of law must be submitted for the Visa Supervising Attorney's review sufficiently in advance of the due date to allow for meaningful input.

9.3 Alternative Dispute Resolution Techniques ("ADR")

Visa supports and encourages the use of ADR. We expect you to be familiar with the full range of ADR alternatives and to look continuously for opportunities to apply them to the matter you are handling in an effort to bring about early resolution of the matter.

9.4 Discovery

Visa believes that discovery is typically a costly and time-consuming aspect of litigation. For that reason, we ask that you give particular attention to exercising appropriate budgetary restraint in connection with discovery. We also ask you to be creative and aggressive in attempting to narrow the scope of discovery, within the bounds of the law and the Rules of Professional Responsibility that apply to counsel in your jurisdiction. We believe that discovery strategies are central to case management and should be approached as a team effort with the Visa Supervising Attorney.

All efforts to depose or interview Visa personnel should immediately be brought to the attention of the Visa Supervising Attorney.

Unless the Visa Supervising Attorney agrees otherwise, you should not prepare digests of routine depositions.

9.5 Expert Witnesses and Consultants

You should consult with the Visa Supervising Attorney before retaining any outside expert or other consultant in connection with any matter you are handling for the Company.

9.6 Settlement

You are encouraged to identify early settlement opportunities in every matter you are handling for the Company.

Early settlement of cases against Visa can greatly reduce the overall cost of litigation. For that reason, a settlement strategy should be discussed early in the case with, and be approved by, the Visa Supervising Attorney. All settlement proposals made by an opposing party should be communicated to the Visa Supervising Attorney in a timely manner so as to afford him or her the time needed to evaluate the settlement proposal and obtain any necessary settlement authority.

9.7 Preventive Law and Post Matter Review

Outside counsel is encouraged to consider preventive law issues they may see during the course of their representation of Visa and to bring them to the attention of the Visa Supervising Attorney.

During the course of any case, or after a lawsuit is completed, we may ask you to evaluate in retrospect whether any aspect of the matter could have been handled differently or what, if anything, could have been done to reduce litigation costs, improve our litigation strategy, or enhance our chances for success. We ask for your assistance in such matters to help us identify improvements in our process or strategies for future or related matters.

9.8 Budgeting for Litigation Matters

Within 30 days after retention, or in the case of major litigation matters within 30 days after a determination has been made of the case objectives and strategies, a budget for the matter should be prepared and submitted to the Visa Supervising Attorney for approval. If the matter is likely to span more than 12 months, both a full case budget and a budget for the first 12 months (by quarter) should be submitted. Thereafter, annual budgets will be required for matters spanning greater than one year. At the discretion of the Visa Supervising Attorney, a different timetable for budgeting may be required.

The budget is not an end in itself, but a financial translation of the strategy. It should reflect major assumptions, conform to the agreed-upon strategy, identify specific phases and estimate the cost of each phase. Budgets should include all lead and local counsel fees and expenses (experts, data vendors, etc.). You should segment your budgeted fees using the budget template found in Appendix A.

Upon receipt of your budget, Visa will respond with an approved budget amount. We ask that you use your best efforts to adhere to the approved budget. Visa places a high regard on the ability of its outside counsel to manage cases efficiently and cost-effectively, and it is an increasingly important factor in how we staff cases.

Visa recognizes the unpredictable nature of certain legal assignments, where there may be instances that the approved budget will be exceeded. We expect you to monitor for this possibility, and discuss possible overruns with, and obtain authorization from, the Visa Supervising Attorney well before legal services are performed that will cause the approved budget to be exceeded. This communication should include a written explanation of why the case activity has resulted in costs exceeding budget and a revised budget. Visa does not guarantee payment for any invoices exceeding budget where the above process has not been followed.

In cases with shared responsibilities, "lead" counsel will have primary budget accountability. This means that "lead" counsel is required to ensure that the combined costs of all firms, experts and other vendors and consultants do not exceed the case budget. At the discretion of the Visa Supervising Attorney, quarterly re-forecasting might also be

required for certain matters in order to improve the accuracy of our financial planning. This does not however constitute automatic approval of any budget increases as a result of a higher forecast.

9.9 Maintenance of Litigation Case Files by Visa

Electronic copies of all material pleadings, briefs, substantive correspondence, legal research memoranda, and invoices, in their final form, should be sent to legalfiles@visa.com. Please do not send hard copies unless the size of the document requires it. The Visa Supervising Attorney should also receive electronic copies of material filings as appropriate.

10. Case files mentioned above, including discovery records produced, (including privilege logs and the privileged documents underlying the logs), exhibits and final judgments, need to be retained for 6 years after the matter is closed. Consult with your Visa Supervising Attorney to ensure compliance with Visa's Records Management Policy.

10.1 U.S. Foreign Corrupt Practices Act (FCPA) Policy

As a U.S.-based company, the conduct of Visa Inc. and its officers, employees and contingent staff (contractors and temporary employees) worldwide is subject to the Visa Inc. Anti-Bribery Policy, which has been developed to comply with the requirements and restrictions of the U.S. Foreign Corrupt Practices Act of 1977. In order to ensure compliance with the policy, the Visa Supervising Attorney must be notified before outside counsel or any of its agents (including vendors or subcontractors) engage in any activity that might result in outside counsel being qualified as an "Intermediary" under the policy.

Intermediaries include all third parties engaged by Visa:

- (1) to assist in obtaining or retaining business with a government entity or state-owned entity; or
- (2) to assist in obtaining permits, licenses or other documentation or certification needed to conduct business when that work requires negotiation with a CGO (i.e., something more than making a filing or minor purchase using published fee rates); or
- (3) to represent the Company with respect to any CGOs or government entities or SOEs when that work requires negotiation with a CGO.

Examples of the types of third parties working directly with CGOs subject to this policy are as follows:

- the Company's "authorized agents";
- sales consultants;
- lobbyists;
- joint venture partners;
- import-export clearing agents;
- law firms; and
- couriers.

The Anti-Bribery Policy prohibits promising, authorizing, offering or giving anything of value, directly or indirectly, to Covered Government Officials to influence them to misuse their position or obtain an improper advantage for the purpose of obtaining or retaining business. A copy of the Policy will be provided to you. Prior to commencing work for the company, all outside counsel are required to sign an engagement letter with the Company containing specific Representations and Warranties relating to the Policy, and must annually certify their compliance with the Policy.

10.2 Technology

Visa's Legal Department has made, and continues to make, efforts to use advanced automation technology in its operations. Because such technology is essential to generating superior work product at significantly lower cost, we expect our outside counsel to match our efforts at keeping abreast of the latest developments in this important area and to use up-to-date law office automation that is comparable to our technology. Thus, unless another format is required by a governmental agency, we expect you to make every effort to use software and technology that is compatible with ours. This will allow us to communicate and exchange documents efficiently, without the need to reformat. Visa will not pay for the costs associated with converting documents to Visa's format, nor will Visa pay for costs associated with counsel's purchase or installation of hardware or software to provide compatibility with Visa.

Encryption of email communications between Visa and outside counsel may be required for the matters assigned to your firm. For this purpose, we recommend TLS encryption. You should discuss with your Visa Supervising Attorney to determine if encryption should be established. If encryption is required, outside counsel will provide to Visa's Legal Department the firm's appropriate technical management contact so that TLS encryption can be implemented between Visa's "visa.com" domain and your firm's domains. This information should be sent directly to: LegalDatabaseAdmin@visa.com.

10.3 Confidential and Proprietary Information

In the course of a matter, Visa may provide outside counsel, on a confidential basis, copies of confidential and proprietary information, including internal policy directives, manuals, organization charts, standard forms or other materials relevant to the work outside counsel is doing on Visa's behalf. Any confidential or proprietary documents or other materials given to outside counsel by Visa should be segregated and maintained in confidence by outside counsel, and, if requested by the Visa Supervising Attorney, returned to Visa at the conclusion of the matter. If Visa confidential or proprietary information is requested by third parties as part of the litigation discovery process or otherwise, counsel must discuss with the Visa Supervising Attorney how the confidentiality of such requested information can be best safeguarded. Any documents or materials produced or prepared by outside counsel in connection with the work performed on behalf of Visa, including but not limited to pleadings, research, technical databases, and so forth, shall remain the exclusive property of Visa.

10.4 Data Security and Compliance for Law Firms Retaining Third-Party Document Vendors

Outside Counsel retaining third-party document vendors on behalf of Visa shall include in the contract, the terms set forth below. If third-party document vendor is not able to comply with the terms, Outside Counsel shall use Visa's approved document vendor: EvolveDiscovery.

10.4.1 PCI DSS/CISP Compliance. If Supplier performs Services on behalf of Visa that include access to Cardholder Information as solely determined by Visa, then Supplier will be required to be compliant with PCI DSS/CISP. If PCI DSS/CISP compliance is required, then Supplier will, at its sole cost and expense: (a) conduct or have conducted the audits required for PCI DSS/CISP certification; (b) obtain PCI DSS/CISP compliance certification prior to storing, processing or transmitting Cardholder Information, and (c) take all actions required for Supplier to maintain PCI DSS/CISP compliance during the Term of this Agreement and for any period of time after the Term of this Agreement that Supplier stores, processes or transmits Cardholder Information. If required to be PCI DSS/CISP compliant, Supplier will remain at all times aware of changes to PCI DSS/CISP and implement such changes when required by Visa to do so. More information about Visa's PCI DSS/CISP program can be obtained at http://usa.visa.com/download/merchants/cisp_overview.pdf.

10.4.2 ISO 27002 Compliance. If Supplier performs any Services for which it will: (i) have access to Visa systems; (ii) provide web development or hosting services on behalf of Visa; or (iii) have access to consumer non-public information, Cardholder Information or Visa employee non-public information, then Supplier shall, at its sole cost and expense, adhere to, and demonstrate adherence to applicable ISO 27002 requirements. If ISO 27002 compliance is required hereunder, Supplier will remain at all times aware of changes to ISO 27002, will implement such changes to remain in compliance, and will demonstrate compliance upon request. Such requests may include an annual test by a reputable third party reasonably acceptable to Visa.

10.4.3 Additional Security Requirements. Visa reserves the right to conduct a detailed risk assessment of any supplier which may include an onsite assessment by Visa or its designated agent during normal business hours of Supplier's risk and security programs to ensure compliance with this Section 10.4 (Data Security and Compliance for Law Firms Retaining Third-Party Document Vendors) and Section 10.3 (Confidential and Proprietary Information). Supplier agrees to reasonably cooperate with Visa during any such risk assessment. If after the completion of a Supplier risk assessment, Visa determines that Supplier needs more security requirements than those set forth in Sections 10.4.1 and 10.4.2, Supplier agrees to work with Visa, in good faith and at Supplier's expense, to execute a Work Statement form to address the additional security requirements noted in the risk assessment.

10.5 Contacts with Media/Public

Outside counsel should refrain from commenting on or off the record with respect to any matter in which it is representing Visa. Outside counsel should report all inquiries from the news media concerning work it is doing for Visa to the Visa Supervising Attorney immediately. The Visa Supervising Attorney will determine what reply should be made and by whom.

10.6 Sarbanes-Oxley

Pursuant to the Standards of Professional Conduct for Attorneys Appearing and Practicing Before the Commission in the Representation of an Issuer (Part 205 of the SEC's rules implementing the Sarbanes-Oxley Act), you agree to notify Visa's Inc.'s General Counsel promptly, subject to your reasonable discretion and ethical obligations, if in the course of appearing and practicing before the Commission in the representation of Visa you become aware of evidence of a material violation by Visa or by any officer, director, employee, or agent of Visa. "Material violation" refers to a material violation of an applicable U.S. federal or state securities law, a material breach of fiduciary duty arising under U.S. federal or state law, or a similar material violation of any U.S. federal or state law.

Please refer to the Standards of Professional Conduct for additional information regarding your reporting obligations. These rules do not apply to attorneys admitted to practice law outside of the U.S. who do not hold themselves out as practicing, and do not give legal advice to Visa regarding, U.S. federal or state securities or other laws.

10.7 Questions/Exceptions to Guidelines

We encourage you to contact your Visa Supervising Attorney if you have any questions about these Guidelines, or if you wish to discuss any matters that are not raised in this document.

Your Visa Supervising Attorney or the Chief Legal Officer/General Counsel (or his/her delegate) will have the authority to grant waivers or exceptions to these Guidelines in appropriate circumstances. Authorized waivers or exceptions to the Guidelines should be documented in writing. In the event that either the Visa Supervising Attorney or the Chief Legal Officer/General Counsel (or his/her delegate) is unavailable to authorize a particular waiver and time is of the essence, outside counsel is encouraged to use reasonable judgment and to discuss the deviation as soon as possible with the Visa Supervising Attorney or the Chief Legal Officer/General Counsel (or his/her delegate).

11. APPENDIX A: Budget Forms

Litigation Budget Forms

Intellectual Property Budget Forms: