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November 20, 2014

Nathalie Gilfoyle, Esq.
General Counsel
American Psychological Association
750 First Street, N.E.
Washington, DC 20002

Dear Ms. Gilfoyle:

We are pleased that the American Psychological Association ("the APA" or "you") has asked us to serve as its counsel in order to conduct an independent review relating to allegations that, following the attacks of September 11, 2001, the APA colluded with U.S. government officials to support torture with regard to the interrogations of detainees who were captured and held abroad. This letter governs the terms of your engagement of us in this matter ("the Matter").

If the terms of engagement and the other matters set forth in this letter are acceptable to the APA, please sign a copy of this letter and return it to me.

Client; Scope of Representation. The client in this Matter will be the APA, and not any APA division, affiliated organization, or individual APA director, officer, employee, or member. Sidley Austin LLP ("we" or "Sidley") will provide legal advice and assistance to the APA in connection with, and the scope of our engagement and duties to the APA shall relate solely to, this Matter (the "Representation"). We will report to the Special Committee of the Board of Directors ("the Special Committee"), whose authority and purpose is set out in the Resolution of the APA Board of Directors dated November 12, 2014.

Our Independence; Privileges; Certain Witness Communications. We understand that it is the intent of the APA that we conduct this review in a fully independent manner, and we will do so. We have been instructed that the sole objective of our review will be to ascertain the truth about the allegations described above, following an independent review of all available evidence, wherever that evidence leads, without regard to whether the evidence or conclusions may be deemed favorable or unfavorable to APA. At the conclusion of our independent review, we will present our final report to the Special Committee ("the Final Report"). We understand that the Board of Directors will subsequently make our final report available to the APA Council of Representatives, APA members, and the public.

We and the APA agree as follows with regard to the application of privileges to this Representation. First, except as provided in the sentences in parentheses that follow this sentence, the Final Report, and the work we do to gather facts and evidence in order to conduct our independent review and prepare the Final Report (the "Fact Finding Work"), will not be covered by, and the APA does not expect to assert a claim of, the attorney-client communication privilege as to those matters. (However, our review of documents with a pre-existing privilege will be covered by the attorney-client communication privilege and will not constitute a waiver of the privilege as to those documents, unless the Board or the Special Committee on behalf of the Board waives the privilege as to specific documents. If we decide that our Final Report should include, quote, describe or cite any such privileged documents, we will let the Special Committee know and request that the privilege be waived so that we can use the document in the Final Report.) Decisions regarding disclosure, if any, of any non-privileged factual materials collected in connection with the review that are not part of the Final Report will be made by the APA Board of Directors. Second, internal work product prepared by us as part of this work, including but not limited to notes, memos, drafts, and internal emails, will be presumptively considered by us and the APA as covered by the attorney work product doctrine as applicable. Third, other than the Final Report and communications of a factual nature that are part of the Fact Finding Work, all communications between us and (i) the Special Committee, and/or (ii) any in-house and external counsel assisting the Special Committee with regard to this Matter, will be presumptively considered by us and the APA as covered by the attorney-client communication privilege as applicable. Any decisions about waiver of attorney-client or work product privilege will be made by the APA Board of Directors, in consultation with Sidley with respect to the work product privilege that is applicable to any work product created by Sidley other than the Final Report.

We and the APA agree as follows with regard to our communications with individuals who wish to provide information to us during our independent review while limiting our knowledge or disclosure of their identity. First, if an individual wishes to provide us with information anonymously during our independent review (an "Anonymous Witness"), we may accept that information. Second, if an individual other than an APA director, officer or employee, who identifies himself or herself to us wishes to provide us with information while keeping his or her identity confidential from the APA or other entity (a "Confidential Witness"), we are authorized to agree, and to communicate to the person, that we will not provide his or her ~~identity to the APA or other entity~~, unless ordered by a court to do so. In our independent review, the information provided by an Anonymous Witness or a Confidential Witness will be given the evidentiary weight that is appropriate under all the circumstances, including the anonymity or confidentiality of the witness' identity.

Fees and Expenses. Our fees relating to this Matter will be based on the 2014 billing rate, less a 15% discount, for each attorney and paralegal (as well as any other relevant timekeeper), as applicable, devoting time to this Matter. We will continue to base our fees on our 2014 billing rates for all work through June 30, 2015; for any work in 2015 after that date,



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we will base our fees on our 2015 billing rates. The principal partners working on this matter will be David Hoffman and Danielle Carter. If other partners are going to perform substantial work on this matter, we will let you know in advance, along with their billing rates. Associates and paralegals will also work on this matter. We have provided you with the billing rates for Mr. Hoffman and Ms. Carter, and the range of billing rates for our associates and paralegals.

We will include on our bills charges for performing services such as messenger and overnight courier service, actual costs of reasonably necessary long-distance telephone, facsimile and telecopy, search and filing fees, and internal litigation and practice support services. Travel costs for Sidley attorneys or staff will be billed to APA at 50% of actual costs. If applicable, and if agreed to in advance by the APA, fees and expenses of others (such as outside experts, consultants, other non-legal professionals and local co-counsel) generally will not be paid by us, but will be billed directly to the APA. More detailed information with respect to our expense recovery policies and procedures, which are an integral part of our agreement with the APA as reflected in this letter, can be accessed on our website at:

<http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/us/>. These policies and procedures take into account, among other things, a number of special programs that we have entered into with certain of our vendors and independent service providers.

We will bill you monthly, and respectfully request that our bills be paid within 30 days after receipt, except as may be otherwise agreed by us.

Term of Engagement; Retention, etc. of Documents. Either the APA or Sidley may terminate this Representation at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If we terminate this Representation before it is concluded, we will take such steps as are reasonably practicable to protect the APA's interests in the Matter. Although it is not anticipated, if a court's permission were to be required for withdrawal from this Representation, we will promptly apply for such permission, and the APA will cooperate in such application and will engage successor counsel to represent the APA in the Matter.

Unless previously terminated, our Representation in this Matter will terminate upon the earlier of (i) the completion by us or abandonment by the APA of the Matter or (ii) our sending our final statement for services rendered in the Matter. Following such termination, if we have retained any otherwise nonpublic information that the APA has supplied to us in connection with the Matter, we will keep such information confidential in accordance with applicable rules of professional conduct. If, upon termination, the APA wishes to have any documents relating to this Matter and then in our possession delivered to the APA, you should so advise us. As used in this letter, "documents" means documents in any format, including hard copy documents and electronic documents (including emails). We reserve the right to retain copies of any documents delivered to the APA.

All of Sidley's work product in connection with the Representation is owned by Sidley, although all Sidley work product provided to the APA pursuant to this matter will be jointly owned by the APA and Sidley. Solely within Sidley, Sidley may use and permit others within Sidley to use such work product in whole or in part in other projects to the extent that such use is consistent with Sidley's confidentiality obligations to the APA. Such work product that Sidley provides to the APA may also be used by the APA, except to the extent that Sidley expressly states otherwise with respect to particular documents.

Upon the APA's request at the termination of the Representation, Sidley will provide the APA with Sidley's file relating to the Representation, including any documents or other property that the APA provided to Sidley in connection with the Representation. To the extent permitted by applicable law and ethical rules, the APA agrees that such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal Sidley work product (such as drafts, notes, and internal memoranda and emails), except to the extent such work product was previously provided by Sidley to the APA. The APA agrees that such file will not include any information revealing the identity of any Confidential Witness, as described above, unless ordered by a court. Sidley may make and retain a copy of the file provided to the APA.

If Sidley is required to respond to a subpoena or other formal request from a third party or a governmental agency for records or other information relating to the Representation, or to testify by deposition or otherwise concerning the Representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the APA as to whether it is the APA's wish that Sidley comply with the Request or resist it, to the extent that there is a basis for doing so. The APA will reimburse Sidley for its time and expense incurred in responding to any such Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request, and search and photocopy costs.

We reserve the right to transfer documents to the personnel responsible for administering our records retention program, for initial retention in accordance with our records retention procedures. For various reasons, including the minimization of unnecessary storage expenses, we also reserve the right to destroy or otherwise dispose of any documents retained by us, including documents transferred as described in the preceding sentence and documents otherwise retained by us. We may exercise the rights described in the preceding two sentences from time to time, whether or not in connection with the termination of the Representation, but our exercise of such rights will be subject to applicable rules of professional conduct and to any applicable written agreement between us and the APA. Except as otherwise described above, we have no obligation to retain or otherwise preserve any documents relating to the Matter.

After completion of this Representation, changes may occur in applicable laws or regulations that could have an impact on the APA's future rights and liabilities. Unless the APA

actually engages us after the completion of this Representation to provide additional advice on issues arising from this Representation, and we accept such engagement in writing, we will have no continuing obligation to advise the APA with respect to future legal developments.

Unless otherwise agreed to by us in writing, our Representation will not involve insurance coverage issues; if applicable, the Firm will not provide advice concerning any notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the matter.

Conflicts. We have numerous clients, and many of these clients rely upon us for general representation. Although we hope that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the APA and one of our other current or future clients. If we are not representing the APA in that matter, and the matter in which the APA and another client have adverse interests is not substantially related to our representation of the APA in this Matter, the APA agrees that we may represent the other client, the APA waives any conflict arising from such representation, and the APA agrees it will not seek to disqualify or otherwise seek to prevent us from representing such other client. The APA acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, and has made its own decision about whether to do so.

You agree that this Representation of the APA does not give rise to an attorney-client relationship between us and any APA division or affiliated organization unless we have agreed otherwise in writing. You also agree that, during the course of our representation of the APA, we will not be given any confidential information regarding any APA division or affiliated organization. Accordingly, our representation of the APA in this Matter will not give rise to any conflicts of interest if our representations of any of our other clients are adverse to any APA division or affiliated organization.

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley's professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. In such circumstances, some courts have concluded that a conflict of interest arises between a law firm and its clients, and have refused to recognize the law firm's communications as privileged. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the APA consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that this Representation will not be a basis for a waiver of any privilege that Sidley would otherwise have for such confidential consultation.

Privacy, Data Protection, and Confidentiality. Our applicable policies with respect to privacy, data protection and information security relating to personal information can be

accessed on our website at <http://www.sidley.com/admin/onlineprivacy.asp>. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the APA, Sidley may use a variety of electronic communication systems in communicating internally with the APA and with others during the Representation, including cellular or satellite telephone calls, emails, facsimile transmissions, video conferencing and other forms of evolving electronic communications. Sidley uses outsourced nonlawyer personnel in its offices for a variety of support functions, including mailroom, photocopy, information technology and word processing, who are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

Publicity. Unless instructed otherwise by the APA, Sidley may disclose that it is representing or has represented the APA in this Matter if the Matter has been publicly disclosed, such as by the APA's issuance of a press release or a filing with a court or regulatory authority. Unless the APA consents to the inclusion of additional information, Sidley's disclosure will be limited to the APA's name, the name of the other party or parties (if applicable), and a short description of the matter that contains only publicly-available information. Unless otherwise authorized by the APA, Sidley will make such disclosures only in Sidley's marketing materials, on its website, and in reports to information and ranking agencies such as Thomson Reuters and Chambers.

Governing Law and Choice of Forum. This letter shall be governed by, and construed in accordance with, the laws of the State of Illinois. Any claim arising under or relating to this Engagement Letter shall only be brought in the state or federal courts in such State, and the APA and Sidley each agree to submit to the jurisdiction of such courts.

Arbitration of Disputes. Except to the extent otherwise provided by law, any dispute or claim arising out of or in any way relating to an engagement governed by this letter or our relationship with the APA (including, without limitation, any claim of malpractice, breach of contract or relating to fees or charges for the Representation) shall be finally resolved by arbitration. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (Effective November 1, 2007), except as they may be modified herein or by mutual agreement of the parties. The arbitration shall take place in Washington, D.C., or such other location as agreed to by the parties. Notwithstanding the foregoing, the parties consent to the jurisdiction of the federal or state courts having jurisdiction in the location where the arbitration is conducted as to judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award.

The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted by one arbitrator, who shall be selected by agreement of the parties or, failing such agreement within 30

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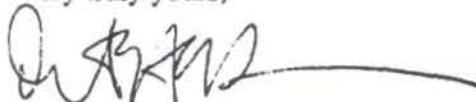
days after the initiation of the arbitration, by the CPR. The parties shall be responsible for paying the costs of the arbitration in accordance with CPR rules. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that the parties agree to use best efforts to keep such disclosure confidential and agree, subject to court approval, to submit such disclosure to a court only under seal. Claims may not be brought in the arbitration proceeding by or on behalf of a purported class of claimants who are not parties to this engagement letter.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of any right to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial and appeal rights, and have made your own decision about whether to do so.

Severability. If any provision of this letter is held to be unenforceable or invalid for any reason, the remaining provisions of this letter will continue in full force and effect.

We appreciate and look forward to the opportunity to work on this Matter.

Very truly yours,



David H. Hoffman

Agreed and Accepted:

By: 