

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement"), is made by and between The Conference on Jewish Material Claims Against Germany, Inc., a non profit corporation incorporated under the laws of the State of New York (the "Claims Conference") and Michael Bradfield (Special Master), in his capacity as Special Master appointed by Judge Edward R. Korman (the "Court") by Order of December 8, 2000 and as a Governing Member of the Claims Resolution Tribunal Association ("CRT"), a limited liability association registered in Switzerland.

### WITNESSETH:

WHEREAS, the CRT has been designated by the Court to process claims by members of "Deposited Assets Class" of beneficiaries under the Settlement In Re Holocaust Victim Assets Litigation CV 96-4849 (the "Settlement") under an order of the Court dated November 22, 2000;

WHEREAS, the Special Master desires to engage the Claims Conference to provide, and the Claims Conference desires to furnish, services to the CRT as provided herein; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound hereby agree as follows:

1. Duties of the Claims Conference

(a) The Claims Conference shall provide accounting, bookkeeping, payroll, contract reporting, public information, historical research, budgetary planning, and human resources and other related services in accordance with the budget provided for in paragraph 2(a) below (the "Budget").

(b) For the avoidance of doubt, the Claims Conference shall not be responsible for drafting, approving, rejecting or reviewing awards to Deposited Assets Class members, or denials of such awards.

(c) Upon receipt of a written request from the Special Master, the Claims Conference shall perform additional services for the CRT. The request shall be delivered to the Executive Vice President of the Claims Conference.

2. Payment to the Claims Conference

(a) In consideration of the services to be rendered by the Claims Conference pursuant to this Agreement and the expenses of the Claims Conference in providing such services, the CRT shall pay to the Claims Conference such amount as is necessary to fund such services provided for in paragraph 1 above, and the expenses of providing them, for a period of six months ahead as provided for in the Budget for each

six months period that is approved by the Court. The Budget shall be in such form as agreed between the Special Master and the Claims Conference. The exclusive sources of such funding shall be from the Settlement Fund established by the Settlement pursuant to the Order of the Court.

(b) The CRT and the Claims Conference shall maintain records of such expenditures made pursuant to the Budget and shall report within 21 days of the end of each quarter to the Special Master and the Court on the expenditures during that quarter pursuant to the Budget.

### 3. Exclusion of Liability/Indemnity

(a) The Claims Conference and its directors officers, employees, independent contractors and agents (collectively "Claims Conference Parties") shall not have any liability to the CRT or to any person that claims through or under the CRT, for any expense of any kind whatsoever or for any loss or damages of any kind, however so acquired that arise out of any action or inaction of any of the Claims Conference Parties under the terms of this Agreement except if such loss or damages arise out of any action or inaction of the Claims Conference that constitutes willful misconduct or gross negligence or if the amount of such loss or damages do not exceed the amount of professional liability insurance coverage of the Claims Conference.

(b) Except as provided in section 3(a) above, in connection with the Deposited Assets Claims Resolution Process (as provided for in the Rules Governing the Claims Resolution Process as approved by the Court ("CRT Rules")), the Claims Conference, its respective directors, officers, employees, independent contractors, agents and representatives are serving at the direction of and under the supervision and control of the Court, and the Claims Conference and its respective directors, officers, employees, independent contractors, agents and representatives shall not be liable to any person for any acts or omissions in connections with any matter conducted under the CRT Rules or for any act or omission performed in connection with or in relation to the CRT Claims Resolution Process, including, but not limited to any technical or administrative matter related to the CRT Claims Resolution Process.

(c) Without derogating from the above, the Special Master undertakes to recommend an amendment of the provisions of Article 50 of the Rules (in the form attached as Annex A), and to seek its approval by the Court, to apply its provisions, *mutatis mutandis*, to the Claims Conference and its officers and employees with respect to the services provided by them under this Agreement.

(d) The Claim Conference shall not in any event be liable to the CRT or to or any successors, assignees or transferees of the CRT or to any person claiming through the CRT for any unbudgeted or unforeseen losses or any loss or damage to the CRT or to any person claiming through the CRT, or any property held by the CRT caused by labor troubles, insurrections, acts of God, breakdowns or failures of equipment, including computer hardware or software or any other cause beyond the control of the Claims Conference.

(e) Notwithstanding the foregoing, to the extent that the Claims Conference or its officers or employees has been successful on the merits or otherwise in defense of any action, suit or proceeding to which it is or was made or threatened to be made a party in connection with work done by the Claims Conference or any officer or employee of the Claims Conference under this Agreement, or in defense of any claim, issue or matter in connection with such work, other than in an action by the CRT under section 3(a) above, the Claims Conference or any of its officers or employees shall be indemnified against expenses (including, without limitation, attorneys' fees) actually and reasonably incurred in connection therewith to the extent that funds are available for this purpose from the Settlement Fund.

4. Additional Covenants of the Claims Conference

All books and records of the Claims Conference respecting the CRT shall constitute the books and records of the CRT, and shall be the property of the CRT, regardless of where located. Such books and records shall be available for the inspection and examination by the CRT and its representatives and shall be delivered into the possession of the CRT upon demand.

5. Term

(a) This Agreement shall become effective upon the execution of this Agreement by both parties hereto and the approval of this Agreement by the Court.

(b) The obligation of the Claims Conference to render services under this Agreement shall continue in full force and effect until terminated by either party in accordance with this Agreement. Following such termination, the provisions of sections 2, 3, 4, 7 and 8 of this Agreement shall remain in full force and effect.

(c) Either party shall be entitled, for any reason whatsoever, to terminate the obligation of the Claims Conference to render under this Agreement upon at least 10 (ten) business days prior written notice of termination to be delivered to the parties at the addresses written below:

Claims Conference:	Gideon Taylor Claims Conference 15 East 26 <sup>th</sup> Street New York, New York 10010 Fax: 1 212 696 9545
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Special Master	Michael Bradfield, Esq Special Master Jones, Day Reavis & Pogue 51 Louisiana Avenue Washington DC 20005 Fax: 1 202 626 1731
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6. Insurance

Notwithstanding nor derogating from the exclusion of liability provided in section 3 above, in connection with the services to be provided by the Claims Conference to the CRT under the terms of this Agreement, the Claims Conference may wish to obtain additional Professional Liability Insurance over and above its present insurance coverage to cover the services to be provided to the CRT under the terms of this Agreement and, if so, the CRT shall reimburse the Claims Conference for the reasonable costs of such Professional Liability Insurance.

7. Non-Solicitation

In consideration of the undertakings of the Claims Conference hereunder, during term of this Agreement and for a period of two years thereafter, the CRT shall not, in any capacity, whether for its own account or for any other person or organization, directly or indirectly, with or without compensation, solicit, retain, hire, entice away or in any manner persuade or attempt to persuade any director, officer, employee or agent of the Claims Conference to discontinue his or her relationship with the Claims Conference, except with the prior express written consent of the Claims Conference.

8. Miscellaneous

(a) All determinations of an accounting nature made pursuant to this Agreement shall be made in accordance with United States generally accepted accounting principles.

(b) This Agreement is made in, and shall be constructed under and in accordance with the laws of, the State of New York.

(c) This Agreement shall inure to the benefit of and bind the parties hereto and their respective permitted successors and assigns.

(d) This Agreement embodies the entire understanding between the Special Master and the Claims Conference relating to the services to be provided by the Claims Conference and Claims Conference staff to the CRT and relating to the rights and obligations of the Special Master and the CRT to the Claims Conference and the rights and obligations of the Claims Conference to the Special Master and the CRT. No promises, covenants, or representations of any character or nature other than those expressly stated herein have been made to the Claims Conference or the Special Master or to induce either party to enter into this Agreement.

(e) Neither this Agreement nor any part hereof, including this provision against oral modifications, may be modified, waived or discharged, except by a writing duly signed by the party sought to be bound.

(f) Each party covenants to the other that it has been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective duly authorized representatives as of the dates written below.

Michael Bradfield 8/17/02  
Michael Bradfield (date)  
Special Master  
Governing Member  
Claims Resolution Tribunal Association

Gideon Taylor 8/20/02  
Gideon Taylor (date)  
Executive Vice President  
Conference on Jewish Material  
Claims Against Germany, Inc

Approval:

Edward R. Korman 8/20/02  
Judge Edward R. Korman (date)