

## 9<sup>th</sup> Annual Negotiating and Drafting

# MAJOR BUSINESS AGREEMENTS

November 19 – 20, 2009 | Wyndham Chicago Hotel | Chicago



Get the latest practice tips on negotiating the best deal for your client for any business transaction and state of the art contract drafting from leading lawyers.

They will discuss these and other hot button topics:

- Reviewing the essential elements of a letter of intent
- Key considerations in an asset purchase vs. stock purchase vs. merger agreement
- Essential clauses in sample private equity agreements and VC investment agreements
- Managing special risks in international transactions
- Best practices in restructuring default obligations under principal business and credit agreements
- Drafting bulletproof employment agreements
- Shareholder agreements: term sheets and issue lists

*and much more...*

### PROGRAM CHAIR

**David A. Bronner**

*Partner*

*Corporate, Securities & Finance*

**Ungaretti & Harris LLP**

### KEYNOTE ADDRESS:

**The Role of Outside Legal Counsel:  
a General Counsel's Perspective**



**Charles Wunsch**

*General Counsel and  
Corporate Secretary*

**Sprint**

Marketing Partner

CANADIAN LAWYER  
**INHOUSE**

Dear Colleague,

I am pleased to be working with **Insight** for the ninth consecutive year to present the **9<sup>th</sup> Annual Negotiating and Drafting MAJOR BUSINESS AGREEMENTS** in Chicago on November 18-19, 2009.

Business deals and profitable commercial relationships work best when the terms of the major business agreements which govern them are carefully negotiated and documented. Today's business climate requires you to manage the process as well as the paper in any business undertaking. Outside counsel must ensure the agreements meet the client's objectives. In-house counsel must manage the contract transacting and continually ensure management that the agreements meet the organization's current and future needs. In this struggling economy, protecting your client from counter-party credit and financial risk will be expected of you when providing an opinion letter on the validity and enforceability of a contract.

We have assembled a group of leading practitioners who will provide detailed, need-to-know information, tips, and advice to ensure your success. Whether addressing corporate finance or employment matters, delegates come away with a deeper understanding and awareness of what to consider before, during and after the deals are made.

**MAJOR BUSINESS AGREEMENTS** is an excellent opportunity for you to network with colleagues and share resources and information. Conference materials include detailed papers and presentations from seasoned presenters and are considered very useful takeaways for future reference.

We look forward to seeing you in November!



**David A. Bronner**

Partner

Corporate, Securities & Finance

**Ungaretti & Harris LLP**

#### SPONSORSHIP OPPORTUNITIES

Gain additional presence and prestige in front of senior level decision makers through Insight's sponsorship opportunities. All of our exclusive sponsorship packages include a comprehensive suite of preferential benefits.

For further details, please contact Andrew Nowack at 416.642.6130 or [Andrew.Nowack@incisivemedia.com](mailto:Andrew.Nowack@incisivemedia.com)

#### WHO SHOULD ATTEND

- Corporate/General Counsel
- Corporate/Commercial Lawyers
- Corporate Executives
- Corporate Secretaries
- Contract Managers/Specialists
- Commercial and Investment Bankers
- Business Consultants and Brokers
- Private Equity Investors

Need additional information? Subscribe to **inCONFERENCE™**.

Gain online access to valuable conference papers and reports from any Insight conferences – whether it's energy, environment, finance, legal, or any of the other sectors covered at **Insight** conferences by subscribing today to **inCONFERENCE™**. Delegates will receive a set of original materials as well as online access to fully searchable conference papers through **Insight's inCONFERENCE™** that will serve as an invaluable reference source. To find out more, or to receive a free trial subscription, please go to <http://inconference.insightinfo.com>

8:15 | 8:55

Registration and Continental Breakfast

8:55 | 9:00

Welcoming Remarks from Insight

9:00 | 9:15

Welcoming Remarks from the Chair

**David A. Bronner**

*Partner*

*Corporate, Securities & Finance*

*Ungaretti & Harris LLP*

9:15 | 10:15

Confidentiality Agreements and Letters of Intent

**Russell I. Shapiro**

*Partner*

*Levenfeld Pearlstein, LLC*

- Key drafting issues
- Reviewing the essential elements of a sample annotated confidentiality agreement
- Protecting secrecy of discussions
- What to disclose and when
- Two-way disclosures
- Protecting your secrets
- What to do when the deal dies
- Drafting letters of intent to say what you mean
- Reviewing the essential elements of a letter of intent
- Strategies to avoid breakdowns in negotiations
- Advantages and disadvantages of letters of intent
- When and how to use a letter of intent
- When not to use a letter of intent
- How binding should the letter of intent be?
- Drafting tips to ensure that the letter of intent stays non-binding

10:15 | 11:00

Asset, Stock and Merger Agreements

**David A. Bronner**

*Partner*

*Corporate, Securities & Finance*

*Ungaretti & Harris LLP*

- Structure of a transaction
- Key considerations in an asset purchase vs. stock purchase vs. merger agreement
- Significant considerations in merger agreements
- Tax implications of asset vs. stock purchases vs. merger agreements
- Structure of an agreement
- Representations and warranties: which ones do you need and why?
- Covenants
- Closing conditions
- Termination provisions

- Indemnification
- Review of annotated asset and share purchase agreements

11:00 | 11:15

Networking Coffee Break

11:15 | 12:00

Shareholders' Agreements

**Neal J. White, P.C.**

*Partner*

*McDermott Will & Emery LLP*

- Term sheets and issue lists
- Capital contributions
- Admission of new members
- The board of directors
- Shareholder votes
- Transfer restrictions
- Tag along and drag along rights
- Shareholder competition and sharing information
- Dispute resolution through mediation and arbitration
- Dissolution provisions and mandatory transfers
- Analysis of annotated sample shareholders' agreements

12:00 | 12:45

Operating Agreements for Limited Liability Companies

**James L. Jerue**

*Partner*

*Horwood Marcus & Berk Chartered*

- Why is an operating agreement appropriate?
- Overriding state default rules
- Protecting your limited liability status
- Management structures and agency issues
- Fiduciary duties
- Capital contributions and returns of capital
- Other distributions
- Allocation of profit and losses
- Voting and approval rights
- Transfer restrictions
- Mergers and conversions involving LLCs
- Dissolution, winding up and termination

12:45 | 1:45

Networking Luncheon

1:45 | 2:15

KEYNOTE ADDRESS

The Role of Outside Legal Counsel: a General Counsel's Perspective

**Charles Wunsch**

*General Counsel and Corporate Secretary*

*Sprint*

2:15 | 3:00

## Loan and Credit Agreements

---

**Arthur B. Muir**

*Partner*

*McGuire Woods LLP*

- Pick your battles
  - hierarchy of issues
  - identify goals early
  - articulate the business case
- Following the money
  - what do you have to do to get it?
  - how long can you keep it?
  - what can you spend it on?
- Pricing traps for the unwary
  - rate triggers
  - the cost of covenant compliance
  - cost reimbursement
  - indemnities
- The push to standardize
  - by trade groups
  - by borrowers
- The role of common sense

3:00 | 3:15

## Networking Refreshment Break

3:15 | 4:00

## Private Equity and Venture Capital Investment Agreements

---

**Brian Richards**

*Partner*

*Katten Muchin Rosenman LLP*

- Deal structure
- Due diligence – how much is enough?
- Equity purchase agreements
- Registration rights agreement
- Equity terms
- Warrants – when are they appropriate?
- Management equity
- Downroad financing issues
- Analysis of key clauses in sample private equity agreements and VC investment agreements

4:00 | 4:45

## Privacy, Data Security and Outsourcing

---

**Rebecca S. Eisner**

*Partner*

*Mayer Brown LLP*

- U.S. and EU overview of privacy legal framework and other key global developments
- Is there a corporate duty to protect private information and secure data?
- Getting started on privacy and security compliance
- Considerations in drafting vendor and other supplier agreements
- Does offshore outsourcing up the ante?

4:45

## Conference Adjourns

FRIDAY | NOVEMBER 20, 2009

8:15 | 9:00

## Continental Breakfast

9:00 | 9:15

## Chair's Opening Remarks

---

**David A. Bronner**

*Partner*

*Corporate, Securities & Finance*

*Ungaretti & Harris LLP*

9:15 | 10:00

## Joint Ventures – Strategic Alliances

---

**David R. Brown**

*Associate*

*Ungaretti & Harris LLP*

- Contractual / Corporate / Partnership joint ventures
- Definition of business objectives
- Degree of participation and management of roles of each party
- Contribution of capital and ownership rights to property
- Division of profits and losses
- Dispute resolution
- Termination/liquidation of JVs and buy-out provisions
- Confidentiality provisions
- Indemnification clauses

10:00 | 10:45

## Distribution and Supply Agreements: Special Considerations in a Challenging Economic Climate

---

**Jon P. Christiansen**

*Partner*

*Foley & Lardner LLP*

- Fundamental terms of the distribution arrangement including term, appointment, territory and exclusive dealing
- Electronic commerce problems and solutions
- Creating and measuring performance obligations
- Suppliers' obligations
- Terms of sale, warranties, confidentiality and trademarks
- Termination, notice and cure
- Dispute resolution
- Other distribution agreements
- Amending the distribution agreement

10:45 | 11:00

## Networking Coffee Break

11:00 | 12:00

## Pre-Bankruptcy Planning, Credit Protection and Restructuring Agreements

---

**Thomas R. Fawkes**

*Partner*

*Freeborn & Peters LLP*

**Aaron L. Hammer***Partner**Coordinator, Bankruptcy, Corporate Reorganization and Creditors' Rights Practice Group**Freeborn & Peters LLP*

- Drafting appropriate warranty, holdback, termination and indemnification protections to minimize insolvency risks
- Obtaining guarantees and sureties as collateral security for performance of contractual obligations
- Spotting the warning signs of counterparty impending default and inability to perform obligations under existing or future contracts
- Best practices in restructuring default obligations under principal business and credit agreements
- Use of monitors and consultants in a pre-bankruptcy environment

12:00 | 12:45

**International Agreements****David A. Laverty***Partner**International Counsel*

- What are the special concerns to take into account in negotiations?
- How do you effectively deal with local laws and governmental requirements?
- When are the choice of law and jurisdiction provisions most important?
- What are the key considerations and strategies for establishing joint ventures?
- How do you identify and manage special risks in international transactions?
- Best practices to protect your client in preparing for possible disputes
- International outsourcing agreements and issues
- Avoiding common drafting pitfalls in international agreements
- International agreements: focus on China

12:45 | 1:45

**Networking Luncheon**

1:45 | 2:30

**Employment Agreements in a Recessionary Environment****Linda M. Doyle***Partner**McDermott Will & Emery LLP*

- Compensation and stock options
- Restrictive covenants
- Trade secrets, confidential information and non-solicitation provisions
- Blue penciling
- Termination provisions and releases
- Creations, inventions and intellectual property
- Ethical issues and obligations
- No-sue severance agreements
- Non-compete provisions
- Checklist for drafting bulletproof employment agreements

2:30 | 2:45

**Networking Refreshment Break**

2:45 | 3:30

**Sourcing and Procurement Agreements****Brad L. Peterson***Partner**Mayer Brown LLP*

- Major sourcing agreements: outsourcing and strategic sourcing
- Purchase orders and agreements
- Supplier promises of supplier and performance
- Pricing
- Assets used by supplier
- Intellectual property ownership
- Change control and governance
- Warranties, indemnities and other risk mitigation
- Limitations of liability
- Termination rights

3:30 | 4:30

**Licensing and IP Agreements****Roger H. Stein***Partner**Ungaretti & Harris LLP***Bryan P. Sugar***Counsel**Ungaretti & Harris LLP*

- A fresh approach to licensing and IP agreements
- A starting point
- Limitations
- Inventory the situation
- Understand the environment
- Plan for contingencies
- Obtain intelligence and "learnings"
- Get to a goal

4:30

**Chair's Closing Remarks and Conference Concludes****WHAT PAST DELEGATES HAD TO SAY**

"Great overview of major agreements and issues involved with drafting these agreements"

"Discussions of various types of agreements were most useful"

*Robin Bolivar, Stewart McKelvey Stirling Scales*

# MAJOR BUSINESS AGREEMENTS

November 19 – 20, 2009 | Wyndham Chicago Hotel | Chicago



## FIVE EASY WAYS TO REGISTER

Call: 1 888 777-1707 Fax: 1 866 777-1292

Internet: [www.insightinfo.com](http://www.insightinfo.com)

Email: [order@incisivemedia.com](mailto:order@incisivemedia.com)

Mail: Incisive Media

PO Box 15294, Newark NJ 07192-5294

Conference Code: LAC09579

## HOTEL RESERVATIONS:

The Wyndham Chicago Hotel is conveniently located at 633 North St. Clair, Chicago, Illinois. For reservations, please call (312) 573-0300 or by fax (312) 274-0164.

## CANCELLATION AND REFUND POLICY:

A refund (less an administration fee of \$200.00) will be made if notice of cancellation is received in writing three weeks before the event.

We regret that no refund will be given after this period. A substitute delegate is welcome at any time.

## SPECIAL OFFER: Send 4 people for the price of 3!

Register 3 delegates for the main conference at regular price at the same time and you're entitled to register a fourth person from your organization at no charge. To take advantage of this special offer, payment for all delegates must be made with one cheque or credit card charge.

## PRIVACY POLICY:

By registering for this conference, **Insight** will send you further information relating to this event. In addition, you may receive by mail, telephone, facsimile or e-mail information regarding other relevant products and services from either **Insight** OR third parties with whom we partner.

If you do not wish to receive such information from either **Insight** or third parties, please inform us by email at [privacy@incisivemedia.com](mailto:privacy@incisivemedia.com) or by telephone at 1 888 777-1707.

Yes! Please register the following delegate(s) (photocopy for additional delegates)

Priority Code: 9579A

Mr.  Ms.  Name \_\_\_\_\_

Title: \_\_\_\_\_

Area of practice: \_\_\_\_\_

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: [  ] \_\_\_\_\_ Fax: [  ] \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of Business: \_\_\_\_\_ #of Employees: \_\_\_\_\_

I wish to receive CLE  or CPE  credit in the state of \_\_\_\_\_ with the following professional organization \_\_\_\_\_.

**Registrant's Signature Required:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

## REGISTRATION FEE: (includes meals and documentation)

Please check your choice:

### Early Bird Special

Register and pay by August 14, 2009 \$1,695.00

Regular Conference Price: \$1,895.00

Payment enclosed.  Payment to follow.

Charge to my  VISA\*  AMEX\*  MasterCard\*

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Card Holder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CONTINUING EDUCATION CREDITS:

Accreditation will be applied for in those jurisdictions requested by registrants who have continuing education requirements. To request credit, please check the appropriate box on the Registration Form.

**Insight** is a State Bar of California approved MCLE provider. This conference qualifies for MCLE credit by the State Bar of California in the amount of 11.75 hours. **Insight** certifies that this activity conforms to the standards for approved education activities prescribed by the rules and regulations of the State Bar of California governing Minimum Continuing Legal Education.

**Insight** is certified as an accredited provider from the Pennsylvania CLE Board. You will earn a maximum of 14 MCLE hours for attending this conference.

**Please Note:** Full payment is required in advance of conference dates. Please make all checks payable to **Incisive Media Canada, Inc.**

**INSIGHT** reserves the right to change program date, meeting place or content without further notice and assumes no liability for these changes.