

Given the scope of our business and the scope of our client representations through our various offices in the United States and abroad, it is possible that some of our present or future clients will have matters adverse to McKesson while we are representing McKesson. We understand that McKesson has no objection to our representation of parties with interests adverse to McKesson and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to McKesson.

We agree, however, that McKesson's consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of McKesson, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to McKesson's material disadvantage or potential material disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to McKesson, McKesson also agrees that we are not obliged to notify McKesson when we undertake such a matter that may be adverse to McKesson.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to McKesson while employed by other law firms or organizations. We assume, consistent with ethical standards, that McKesson has no objection to our continuing representation of McKesson notwithstanding our lawyers' prior professional relationships.