

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b> Sidley Austin LLP 1501 K Street, N.W. Washington, DC 20005	<b>2. Registration No.</b>  3731
<b>3. Name of Foreign Principal</b> JSC VTB Bank	<b>4. Principal Address of Foreign Principal</b> 12 Presnenskaya emb., Moscow, Russia 123100

**5. Indicate whether your foreign principal is one of the following:**

- Government of a foreign country<sup>1</sup>  
 Foreign political party  
 Foreign or domestic organization: If either, check one of the following:
- |   |   |
|---|---|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Committee                      |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- Individual-State nationality

**6. If the foreign principal is a foreign government, state:**

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

**7. If the foreign principal is a foreign political party, state:**

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

JSC VTB Bank is a global provider of financial services.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The main shareholder of JSC VTB Bank is the Russian government, which owns 60.9% of voting shares of 85.3% of the Bank's share capital.

JSC VTB Bank is run by a Management Board. Its corporate governance system is based on unconditional compliance with the requirements of Russian legislation and the Central Bank and also draws on international best practices, including the globally recognized principles developed by the OECD. All shareholders are treated equally and have the opportunity to participate in the management of the Bank through the General Shareholders' meeting, and to exercise their right to receive dividends and information about VTB's operations.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 23, 2015	Joseph B. Tompkins, Jr. – Partner	/s/ Joseph B. Tompkins, Jr.

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Sidley Austin LLP  
1501 K Street, N.W.  
Washington, DC 20005

**2. Registration No.**

3731

**3. Name of Foreign Principal**

JSC VTB Bank

**Check Appropriate Box:**

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sidley Austin LLP will provide government strategies counsel and lobbying directed toward the U.S. Congress and administration regarding the imposition of sanctions by the U.S. government on Russian-affiliated banks.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See #7

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 23, 2015	Joseph B. Tompkins, Jr. — Partner	/s/ Joseph B. Tompkins, Jr. <span style="float: right;">eSigned</span>

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



SIDLEY AUSTIN LLP  
1501 K STREET, N.W.  
WASHINGTON, D.C. 20005  
(202) 736 8000  
(202) 736 8711 FAX

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BOSTON	HOUSTON	SHANGHAI
BRUSSELS	LONDON	SINGAPORE
CHICAGO	LOS ANGELES	SYDNEY
DALLAS	NEW YORK	TOKYO
GENEVA	PALO ALTO	WASHINGTON, D.C.

Sender's Email: [rboucher@sidley.com](mailto:rboucher@sidley.com)  
Sender's Direct Tel: 202-736-8290

FOUNDED 1866

April 2, 2015

**Privileged and Confidential**

JSC VTB Bank  
12 Presnenskaya emb.,  
Moscow, Russia 123100

Dear Sirs:

**Introduction.** The Firm is pleased that you have asked us to serve as your counsel. This letter governs the terms of your engagement of us in those matters that you may from time to time ask us to undertake and that we agree to accept (each, a "Matter"). You and we may jointly supplement this letter from time to time in writing. In connection with any particular Matter, you agree that we may ask you to confirm in writing a description of the Matter and the scope of our engagement relating to that Matter.

If the terms of engagement and the other matters set forth in this letter are acceptable to you, please sign two copies of this letter in the space provided below, retain one copy and return the other copy to the undersigned at 1501 K St N.W., Washington, D.C. 20005. An electronic version of the signed letter may be sent to [rboucher@sidley.com](mailto:rboucher@sidley.com).

**Client; Scope of Representation.** The client in each Matter will be VTB Bank ("you" or the "Client"), and not any other subsidiary or affiliate of yours, nor any of your or their respective individual shareholders, directors, officers or employees. Sidley Austin LLP and, as applicable, certain affiliated partnerships (see below "Affiliated Sidley Partnerships") will provide advice to you in connection with, and the scope of our engagement and duties to you shall relate solely to, each Matter (the "Representation" with respect to such Matter); provided that Sidley Austin LLP shall remain primarily responsible for their services rendered to the Client and provided further that none of such Affiliated Sidley Partnerships shall have any right or claim whatsoever under this agreement.

The initial Matter is the provision of government strategies counsel and advice and lobbying directed toward the United States Congress and Administration on behalf of VTB Bank regarding the imposition of sanctions by the US government on Russian-affiliated banks. With respect to any Matter, you may limit or expand the scope of our Representation from time to time, but any expansion must be agreed to in writing by us. Unless otherwise agreed to by us in

Sidley Austin (DC) LLP is a Delaware limited liability partnership doing business as Sidley Austin LLP and practicing in affiliation with other Sidley Austin partnerships.



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writing, our Representation will not involve insurance coverage issues; the Firm will not provide advice concerning 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.

Term of Engagement; Retention, etc. of Documents. Either the Client or Sidley may upon thirty days written notice terminate any Representation in any Matter for any reason, subject on our part to applicable rules of professional conduct. If we terminate a Representation before it is concluded, we will take such steps as are reasonably practicable to protect the Client's interests in the Matter. Unless previously terminated, our Representation in any Matter will terminate upon our sending our final statement for services rendered in such Matter. Following such termination, if we have retained any otherwise nonpublic information that the Client has supplied to us in connection with such Matter, we will keep such information confidential in accordance with applicable rules of professional conduct. If, upon termination, the Client wishes to have any documents relating to a Matter and then in our possession delivered to the Client, 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 Client.

All of Sidley's work product in connection with the Representation is owned by Sidley. Sidley may use and permit others 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 Client. Such work product may also be used by the Client, except to the extent that Sidley expressly states otherwise with respect to particular documents, such as signed opinion letters.

Upon the Client's request at the termination of the Representation, Sidley will provide to the Client Sidley's file relating to the Representation, including any documents or other property that the Client provided to Sidley in connection with the Representation. To the extent permitted by applicable law and ethical rules, the Client agrees that such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal Sidley work product (such as drafts, notes, and internal memoranda and e-mails), and legal and factual research. Sidley may make and retain a copy of the file provided to the Client.

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 Client as to whether it is the Client's wish that Sidley comply with the Request or resist it, to the extent that there is a basis for doing so. The Client 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



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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 any 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 Client. Except as otherwise described above, we have no obligation to retain or otherwise preserve any documents relating to any Matter.

The Client may engage us to provide services in connection with one or more Representations. After completion of a Representation, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us after the completion of a Representation to provide additional advice on issues arising from such Representation and we accept such engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

Fees and Expenses. Sidley's monthly fee under this engagement is \$40,000 (excluding Russian VAT) beginning April 2, 2015. The fee for the month of April 2015 will be prorated based on the date of commencement and shall cover from April 2, 2015, through the end of the month. We will bill you one month in advance for each month's fee, and our invoices will be paid within 30 days of receipt by Client. At the end of each month, Sidley will provide you with a detailed list of tasks accomplished during that month (for which it will have previously received advance payment from you). Sidley and VTB Bank will confer in the month of July of 2015 to discuss appropriate adjustments to the monthly fee. Payments should be wired to:

Beneficiary: Sidley Austin LLP

Beneficiary Bank: JP Morgan Chase Bank, NA

Account Number:

ABA Number:

Swift Code:

We will include on our bills, in addition to the \$40,000 monthly flat rate fee, charges for performing services such as document reproduction, messenger and overnight courier service, client approved travel, long-distance telephone, facsimile and telecopy, large document processing as well as the amounts for reimbursement of the fees and expenses of third party contractors (such as outside experts, consultants, other non-legal professionals and local co-



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counsel) engaged by us (upon your prior agreement) for the purposes of the services rendered hereunder that were settled by us. Whenever possible, we will provide supporting documentation and/or receipts confirming such expenses. More detailed information with respect to our expense recovery policies and procedures, which are an integral part of our agreement with you 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.

Conflicts. We have numerous clients, and many of those clients rely upon us for general representation. In particular, Sidley has longstanding relationships with many clients engaged in international banking and finance. Although we hope that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between you and one or more of our other current or future clients (collectively, the "Other Clients"). We shall notify you of any such conflict of interest within 5 (five) business days from the date on which we became aware of that conflict, to the extent that we are permitted to do so by applicable professional responsibility rules. If we are not representing you in that matter, and the matter in which you and an Identified Client or an Other Client have adverse interests is not related to our representation of you in a Matter as described in this agreement, you agree that we may represent such an Identified Client or Other Client, you waive any conflicts of interest arising from such representation, and you agree you will not seek to disqualify or otherwise seek to prevent us from representing such Identified Client or Other Client provided always that you shall be entitled to suspend a Representation on any Matter until the conflict of interest is resolved or to terminate this agreement in accordance with the procedure set forth above, in each case by a notice in writing to Sidley. You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, and have made your own decision about whether to do so.

You agree that a Representation of the Client in a Matter does not give rise to an attorney-client relationship between us and any subsidiary or affiliate of the Client unless we have agreed otherwise in writing. You also agree that, during the course of our representation of the Client, we will not be given any confidential information regarding any subsidiary or affiliate of the Client. Accordingly, our representation of the Client in a Matter will not give rise to any conflicts of interest if our representations of any Other Clients are adverse to any subsidiary or affiliate of the Client.

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 client, and have refused to recognize the law firm's communications as privileged. Sidley





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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 Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that the 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 Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the Representation, including cellular or satellite telephone calls, e-mails, 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. Sidley may not disclose any information relating to this letter, any Matter or Representation without prior written consent of the Client unless such disclosure is mandatorily required (and to the extent required) by law or competent court order. Unless the Client consents to the inclusion of additional information, Sidley's disclosure will be limited to the Client's name, the name of the other party or parties, and a short description of the matter that contains only publicly-available information. 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.

Affiliated Sidley Partnerships. References herein to Sidley, insofar as the provision of the herein described services is concerned, do not include any office or partnership within the group of affiliated Sidley partnerships that does not render services under this engagement to client.

Governing Law and Choice of Forum. This letter shall be governed by, and construed in accordance with, the laws of Washington, D.C. Any claim arising under or relating to this Engagement Letter that is not subject to arbitration shall only be brought in the state or federal courts in such State, and the Client 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 Client (including, without limitation, any claim of malpractice, breach of contract or relating to fees or charges for the Representation) shall be finally resolved by



JSC VTB Bank  
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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 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 rights to discovery or 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, discovery, and appeal rights, and have made your own decision about whether to do so.**

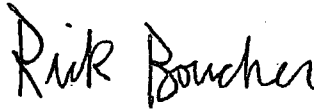
SIDLEY AUSTIN LLP  
**SIDLEY**

JSC VTB Bank  
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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 the opportunity to work with you.

Very truly yours,

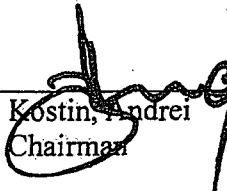


Rick Boucher

AGREED AND ACCEPTED:

VTB Bank

By: \_\_\_\_\_



Kostin, Andrei  
Chairman