

Washington, DC 20530

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number 3731
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3. Primary Address of Registrant 1501 K Street, NW Washington, DC 20005

4. Name of Foreign Principal TENEX, Joint Stock Company	5. Address of Foreign Principal TENEX, Joint Stock Company 28/3, Ozerkovskysya nab. 115184, Moscow Russia
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6. Country/Region Represented Russian Federation

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) <u>Joint Stock Company</u>

Individual-State nationality _____

8. 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 engages

¹ "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.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

TENEX, Joint Stock Company, is a subsidiary of State Atomic Energy Corporation "Rosatom". It provides uranium and uranium enrichment services.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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"/>

11. Explain fully all items answered "Yes" in Item 10(b).

TENEX, Joint Stock Company, is a wholly owned subsidiary of State Atomic Energy Corporation "Rosatom". Rosatom was created by Russian Federal Law and is the authorized body in Russia for managing and exercising public administration use of atomic energy. The President of Russian Federal appoints the chairman and other members of the Supervisory Commission of Rosatom (which is the highest government body in the corporation) and appoints and dismisses the General Director of Rosatom. Among other things, the Supervisory Commission approves Rosatom's corporate strategy and financial plans.

12. 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, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, 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	Printed Name	Signature
July 06, 2020	Joseph B. Tompkins, Jr.	/s/ Joseph B. Tompkins, Jr.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number 3731
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3. Name of Foreign Principal

TENEX, Joint Stock Company

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. What is the date of the contract or agreement with the foreign principal? June 23, 2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

TENEX has engaged Sidley Austin to provide legal and strategic advice in connection with the negotiation of an extension of the Agreement Suspending the Antidumping Investigation on Uranium from the Russian Federation. In connection with this activity, Sidley Austin will provide legal and strategic advice and may engage with Executive Branch agencies and Congress regarding the terms and conditions of any potential extension of the suspension agreement.

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

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In addition to providing legal and strategic advice to TENEX, Sidley Austin may engage in lobbying Executive Branch agencies and Congress, and may disseminate informational materials in connection with imports of uranium from Russia and the potentials bases for reach9ng an agreement on the extension of the suspension agreement.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, 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	Printed Name	Signature
July 06, 2020	Joseph B. Tompkins, Jr.	/s/ Joseph B. Tompkins, Jr.
		eSigned

SIDLEY

SIDLEY AUSTIN LLP
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WASHINGTON, D.C. 20005
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+1 202 736 8711 FAX

+1 202 736 8141
JMENDENHALL@SIDLEY.COM

AMERICA • ASIA PACIFIC • EUROPE

June 23, 2020

Privileged and Confidential

Attention:

Carolyn Lamm
William Clinton
Walter Spak
White & Case LLP
701 Thirteenth Street, NW
Washington, District of Columbia 20005-3807
United States

RE: Engagement in connection with representation of TENEX, Joint-Stock Company

Ladies and Gentlemen:

Introduction. Sidley Austin LLP (“Sidley” or “we”) appreciates the opportunity to serve as the Client’s counsel. This letter, including its Attachment entitled “Additional Terms and Conditions,” explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me.

Client. Although we are being retained by White & Case, which is a counsel for TENEX, Joint-Stock Company as per the legal services agreement between TENEX and White & Case of July 29, 2002, our client in the matter described below will be TENEX, Joint-Stock Company (the “Client”), and all signatories agree that the present arrangement is being used to facilitate our engagement subject to terms stipulated below. Unless we otherwise agree in writing, the Client will not include your or the Client’s parent entity(ies), any of its or your subsidiaries or affiliates, or any of your or their respective shareholders, directors, officers or employees. Thus, our representation of the Client will not give rise to any conflict of interest if our representation of any other Sidley client is adverse to your or the Client’s parent entity, any of your or the Client’s subsidiaries or affiliates or any of you or the Client or their respective shareholders, directors, officers or employees. You, the Client, and Sidley all agree that notwithstanding the fact that Sidley is being retained by the Client through White & Case, Sidley

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and the Client shall have an attorney-client relationship with each other and enjoy all the rights, privileges, and protections associated with the applicable attorney-client privilege.

Matter; Scope. Our representation of the Client is limited to providing advice in connection with the negotiation of an extension to the Agreement Suspending the Antidumping Investigation on Uranium from the Russian Federation (the "Matter"). We would be pleased to consider expanding the scope of this Matter, or representing the Client in other matters; however, we must first confirm any such expansion or other representation in writing. If we take on additional matters, each will be governed by this letter unless otherwise agreed.

Co-Advisors/Co-Counsel. We will work closely with White & Case in handling the Matter.

Fees and Expenses. Our fees for the Matter will be based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matter. The billing rates for attorneys in our United States offices who are expected to work on the Matter currently range from \$945/hour to \$1,275/hour. These billing rates are reviewed annually and may be changed effective January 1 of each year.

We estimate that our monthly fees, expenses, and disbursements for the Matter will not exceed \$20,000. If best representation of your interests requires us to do extra work we will advise you thereof providing an estimate of our total fees, expenses, and disbursements and will seek your authorization to proceed with such extra work.

Sidley will undertake the representation described above only if the Client, in the exercise of its sole discretion, through White & Case pays Sidley a nonrefundable retainer ("Advance Payment") of \$25,000 to assure the Client's ability to obtain and pay for essential legal services (notwithstanding claims of creditors, deterioration in the Client's financial condition, or other circumstances that could impair the Client's ability to pay for such services). Any Advance Payment will become the property of Sidley upon receipt and will be deposited into Sidley's operating account. At no time will any portion of any Advance Payment be transferred to, or held in, a client trust account, custodial or escrow account. Any and all fees and expenses of Sidley, whether or not invoiced, posted or recorded, will be satisfied from the Advance Payment as services are rendered and expenses incurred by Sidley. In contrast to an Advance Payment, a security retainer would be held in trust by Sidley for the Client and therefore could become unavailable to pay for essential legal services as a result of attachment by the Client's creditors or other circumstances beyond the Client's control. During the course of the representation, if reasonably foreseeable fees and expenses appear likely to exceed the amount of the initial Advance Payment, we may request the Client to make additional payments, through White & Case, to replenish the Advance Payment. If the Client does not so replenish the Advance Payment, Sidley may, subject to applicable rules of professional conduct,

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withdraw from further representation of the Client. At the conclusion of the representation, and upon payment of all Sidley's fees and expenses, we will pay to the Client, through White & Case, an amount equal to the difference between the amount of the Advance Payment and the amount of fees and expenses incurred on the Client's behalf.

We are committed to serving you and the Client with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, local Washington, DC travel, long-distance telephone, facsimile, document processing, search and filing fees and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) will generally be billed directly to the Client by those others. Our website, which can be accessed at <http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/>, includes detailed information about our expense recovery policies and procedures, which are an integral part of this letter. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers. For the avoidance of doubt, the above \$20,000 estimate includes the enumerated above expenses.

The Client is solely responsible for Sidley's fees, expenses, and disbursements. White & Case will include Sidley's invoices as expenses on its invoices to the Client, but payment to Sidley shall be in accordance with the procedures set forth above in connection with the Advance Payment. White & Case LLP will only deposit funds in the Advance Payment retainer account when such funds are received from the Client. If the Client does not provide funds to deposit in the account, White & Case LLP does not have any independent obligation to do so or otherwise make payment for Sidley's fees.

We want our clients to be satisfied with the quality and reasonableness of our services. Subject to the above provisions regarding the Advance Payment and to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation if *satisfactory arrangements are not made for our Advance Payments by you.*

Retainer: You have agreed to pay the Advance Payment of \$25,000 to be governed by the applicable provisions in the "Fees and Expenses" section above.

Conflicts. This letter does not create an exclusive relationship; the Client is free to retain other counsel of the Client's choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation, including clients that may be indebted to, or are creditors of you, the Client, or one or more of your or the Client's affiliates. Sidley has represented, and may be currently representing, one or more of these clients in connection with many aspects of their businesses. As a result, without advance conflicts waivers from Sidley

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clients, conflicts of interest could arise that could deprive either the Client or other Sidley clients of the right to select Sidley as counsel.

In light of the foregoing, other current or future clients, including those identified in the preceding paragraph, (collectively, the "Other Clients") may ask us to represent them in matters such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are adverse to the Client and may negatively impact the Client's interests. If we are not representing the Client in such a matter, and the matter in which the Client and an Other Client have adverse interests is not substantially related to our current or past representation of the Client and does not involve our use, to the Client's disadvantage, of confidential information you, as counsel to the Client, or the Client have provided to us, the Client agrees that we may represent such Other Client, the Client waives any conflict of interest arising from such representation, and the Client agrees that it will not seek to disqualify or otherwise prevent us from representing such Other Client. On the other hand, the Client may ask Sidley to represent it in a matter adverse to an Other Client in which we are not representing the Other Client. In such circumstances, the Client agrees that we may represent the Client adverse to the Other Client and waive any conflict of interest arising from our unrelated representation of the Other Client and the Client agrees that it will not seek to disqualify or otherwise prevent us from representing such Other Client. **The Client acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions it may have with us before agreeing to this waiver.**

Term of Engagement. We trust that our relationship with you and the Client will be mutually satisfactory. However, either the Client or Sidley may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client's interests. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you and the Client agree to cooperate in such application – including, where appropriate, by engaging successor counsel in the matter.

Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our completion of the Matter; (ii) a decision by you and the Client not to proceed with the Matter; or (iii) our sending a final statement for services rendered in the Matter. The termination of a Matter by either the Client or Sidley will not affect the Client's obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that Sidley (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the Matter.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of

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malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration 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 our mutual agreement. The arbitration shall take place in Washington, D.C. or in another location agreed to by the Client and us. In addition, the Client and we consent to the jurisdiction of the federal or state courts in the location where the arbitration is conducted over any 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 may be entered by any court having jurisdiction over the award or the relevant party or its assets.

The arbitration shall be conducted by one arbitrator, who shall be selected by the Client and Sidley's mutual agreement or by the CPR if the Client and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of the Client and Sidley will be responsible for paying the costs of the arbitration in accordance with CPR rules. Each of the Client and Sidley agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of the Client and Sidley 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 each of the Client and Sidley agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of the Client and Sidley'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. The Client acknowledges that it has 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 has made its own decision about whether to do so.

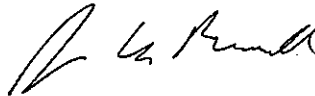
* * *

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Please call me if you or the Client have any questions regarding this letter. Thank you for the opportunity to serve you.

Very truly yours,



James E. Mendenhall

Title: Partner

Acknowledged and Agreed
by White & Case

By: Carolyn B. Lamm
Name:
Title:

Attachment: Additional Terms and Conditions

Privileged and Confidential

Additional Terms and Conditions

This is an attachment to, and integral part of, the letter dated June 23, 2020 with White & Case and TENEX, Joint-Stock Company.

Limitations on the Scope of the Matter. Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising the Client on insurance coverage issues; Sidley 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.

After completion of the Matter, 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 to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

No Warranty. Sidley will endeavor to achieve successful results for the Client, but Sidley makes no promises or warranties to the Client regarding the outcome or cost of the Matter.

Confidentiality and Document Retention. When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. 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). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Sidley will retain the file in accordance with its records management policy and procedures, and documents may be destroyed after Sidley's applicable records retention periods have expired.

Responses to Subpoenas and Similar Requests. If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a 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 to determine whether the Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so. The Client agrees to reimburse Sidley for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings and otherwise addressing issues raised by the Request.

Responses to Audit Inquiries. We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. We will, accordingly, charge for those services at the same

rates. A written request by or on behalf of you that we provide information to an auditor will constitute the Client's consent that we disclose the requested information on the Client's behalf.

Privacy, Data Protection and Confidentiality. Our policies with respect to privacy, data protection and information security can be accessed on our website at <https://www.sidley.com/en/sidley-pages/privacy-policy>. 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 evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

Use of Non-Secure Communications. We maintain email and other systems to keep our electronic communications with you secure and confidential, and we request that all information that you send to us electronically is sent to us through our email system. We cannot be responsible for the security or confidentiality of any information that you send to us electronically using any other methods of electronic communication, including WeChat and other social media (collectively, "Non-Secure Communications"). Please note that if you choose to communicate with us using Non-Secure Communications, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Limitation of Liability for Consumer-Grade Cloud-Based Storage Providers. We provide and make available to our clients as part of our engagement our own secure, encrypted file transfer system as well as a secure Extranet, to facilitate the storage and sharing of information between you and us. We cannot be held responsible for the security or confidentiality of any information when you require us to use a specific consumer-grade cloud storage provider (e.g., the free, non-enterprise versions available for download on the internet) for the storage, sharing or exchange of documents or information generated or used in the course of a specific engagement (collectively, "communication"). Please note that if you require us to use a specific consumer-grade cloud storage provider, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Laws Covered. Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law, state law in states in which we have offices and, as applicable, the Delaware Revised Uniform Partnership and Limited Partnership Acts, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

Publicity. Unless the Client instructs otherwise, Sidley may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that

the Client is represented by Sidley. Sidley will not, however, disclose that it represents or has represented the Client in a particular matter without Client consent unless the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley's disclosure of information about a matter will be limited to the Client's name, the name of the other party or parties and a short description of the matter which contains only publicly-available information.

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. 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 Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However, Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

Governing Law and Choice of Forum. This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of Washington, D.C., without regard to its conflict of laws rules. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, 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.

Sidley lawyers outside the U.S. may be asked to perform work on behalf of or adverse to you. In many respects the conflict of interest rules outside the U.S. are less restrictive than those in the U.S. A matter on which the work will be performed entirely or substantially by Sidley lawyers not admitted to practice in a U.S. jurisdiction will be governed by the conflicts of interest rules in the jurisdiction in which the substantial work on the matter is performed, and not by the law of any U.S. jurisdiction.

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