

OMB No. 1124-0006; Expires May 31, 2020

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 <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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant Cleary Gottlieb Steen & Hamilton LLP | | 2. Registration No. 6607 | | | | | | |
| 3. Name of Foreign Principal Republic of Serbia | 4. Principal Address of Foreign Principal The Republic of Serbia State Attorney's Office 26 Nemanjina, 11000 Belgrade Republic of Serbia | | | | | | | |
| 5. Indicate whether your foreign principal is one of the following: | | | | | | | | |
| <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality | | | <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>) _____ |
| <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>) _____ | | | | | | | |
| 6. If the foreign principal is a foreign government, state: | | | | | | | | |
| a) Branch or agency represented by the registrant State Attorney's Office | | | | | | | | |
| b) Name and title of official with whom registrant deals Ms. Olivera Stanimirović | | | | | | | | |
| 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 | | | | | | | | |

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.

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.

b) Is this foreign principal:

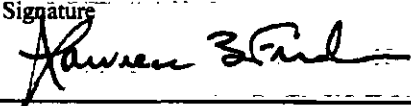
- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

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 |
|-------------------|---------------------------------------|--|
| Mar 27, 2019 | Lawrence B. Friedman, General Counsel |  |

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 Cleary Gottlieb Steen & Hamilton LLP | 2. Registration No. 6607 |
|---|---------------------------------|

| |
|--|
| 3. Name of Foreign Principal Republic of Serbia |
|--|

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.

Registrant will bill the foreign principal on a periodic basis for services rendered and other expenses. The engagement will terminate once registrant completes the contemplated scope of work and issues the final statement for services, unless registrant agrees to represent the foreign principal in other matters. See attached agreement. Registrant will amend Exhibit B to include the final agreement once it has been executed.

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

Registrant will represent the interests of foreign principal before U.S. stakeholders (including U.S. government officials) in connection with certain regional cooperation issues involving the foreign principal and Kosovo.

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 question 8.

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 <i>Mar 27, 2019</i> | Name and Title Lawrence B. Friedman, General Counsel | Signature <i>Lawrence B. Friedman</i> |
|--|---|--|

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.

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▲ Registered with the Brussels Bar
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2 Attorney - New York
3 Avocat - Paris
4 Advocaat - Rotterdam
5 Attorney - Washington, D.C.
6 Rechtsanwalt - Frankfurt

7 Solicitor - Advocate - England and Wales
8 Solicitor - England and Wales
9 Abogado - Madrid
10 Rechtsanwalt - Cologne
11 Advokat - Basel
12 Solicitor - Ireland
13 Attorney - Illinois
14 Member of the Cologne Bar

March 20, 2019

The Republic of Serbia
State Attorney's Office
26 Nemanjina, 11000 Belgrade
Republic of Serbia

Attention: Ms. Olivera Stanimirović
State Attorney of the Republic of Serbia

Dear Ms. Stanimirović:

We are delighted that the Republic of Serbia ("Serbia" or "you") has retained our Firm to represent it in connection with U.S. matters (including communications vis-à-vis the government of the United States of America) arising in connection with a dispute with the Kosovo and Metohija region (outside Serbia often referred to as "Kosovo*") over certain regional cooperation issues, including trade restrictions imposed by the acting Kosovo* authorities on, in particular, Serbian origin goods and services (the "Engagement"). We look forward to working with you and your colleagues.

In accordance with applicable bar rules, we should have at the outset of our assignment an understanding regarding certain basic elements of the Engagement.

First, as lawyers, we owe professional obligations to our clients. Here, we accordingly owe those duties to Serbia (and not, for example, to any of its agencies, or instrumentalities, political subdivisions, companies it owns or controls, stakeholders, agents or employees).

Second, we will bill you on the basis set forth in the attached Accompanying Memorandum (except to the extent we have otherwise agreed to any modifications). The Accompanying Memorandum also addresses certain procedures and other matters and is an integral part of this letter. Please read it as you consider this letter.

[EMEA_ACTIVE 300558557_3]

Republic of Serbia, p. 2

Third, as you know, the Firm represents Serbia jointly with Bosnia and Herzegovina, the Republic of Croatia, the Republic of Macedonia, the Republic of Slovenia and Montenegro (the "Successor States" to the Federal Republic of Yugoslavia) and the National Bank of Serbia, pursuant to an engagement letter with this firm dated November 22, 2013, with respect to certain Liquidation Claims in connection with the liquidations of Beogradska banka, A.D., Beograd New York Agency and Jugobanka, A.D. Beograd New York Agency. You hereby consent to our continued joint representation of the Successor States and the National Bank of Serbia, in accordance with the terms of the engagement letter dated November 22, 2013. Moreover, under the U.S. "Foreign Agents Registration Act" (or "FARA") our firm has registration and reporting responsibilities for any "political activities" undertaken by the firm on behalf of a "foreign principal," a term that is not limited to (but certainly includes) a foreign government, and you agree that we may comply with such reporting obligations.

Fourth, the Firm represents many other companies and individuals. It is possible that, during the time we are representing Serbia, some of our current or future clients will have disputes or transactions with Serbia. By retaining us now, you agree, that our Firm may continue to represent, or undertake in the future to represent, existing or new clients in any matter, including litigation or bankruptcy proceedings in which Serbia is involved, even if the interests of such other clients in such matters are directly adverse to those of Serbia, but only on the following terms: absent your consent, we will continue or undertake matters for other clients that would give rise to conflicts of interest under applicable rules of professional conduct only if we conclude in good faith that our Firm can properly represent the interests of each client, and, except as set forth in the next paragraph, if such other matter is not substantially related to a matter in which we are representing or have represented Serbia.

Fifth, in order to represent competently the interests of both another client and Serbia where both are pursuing the same business opportunity (but are not adverse parties in litigation, arbitration or similar situations), we may institute "firewall" or similar safeguards to segregate lawyers at the Firm who work on Serbia's representation from Firm lawyers who work on such other client's representation. We will inform you of the existence of such firewalls or similar procedures whenever we are able to do so, in light of our obligations to preserve the confidentiality of confidential material furnished to us by such other client.

Sixth, this letter is subject to and is to be construed in accordance with New York law.

Seventh, we envision that the core senior team on the Engagement will include Till Müller-ibold, Claudia Annacker and François-Charles Laprèvote. Of course, as a client of the Firm, all of our expertise is available to you. We pride ourselves on our lock-step compensation model, which provides every incentive to use the best resources for the particular assignment without any repercussions on an individual partner's compensation as a result of bringing in the appropriate colleagues.

* * * *

[EMEA_ACTIVE:300558557_3]

Republic of Serbia, p. 3

Of course, if you disagree with anything we have set forth, or have any questions, please let us know. For our mutual convenience, unless we deliver a new engagement letter in the future, we will apply the terms of this letter, including the attachment, to any other matter we may in the future agree to undertake on your behalf. Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services with respect to the Engagement and our delivery of our final statement for the services described in this letter and any additional matters for which the Firm has expressly agreed to provide representation. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of this letter, unless we then agree to modify such terms.

Thank you again for your confidence in our Firm. We very much look forward to a productive and successful relationship with you. For our records, please acknowledge Serbia's agreement by signing the enclosed copy of this letter and returning it to my attention. Please note that your retaining us or continuing to retain us on this or any future matter (as contemplated herein) without timely objection to the terms set out in this letter will constitute full acceptance of these terms.

Very truly yours,

Till Müller-Ibold

François-Charles Laprèvote

ACKNOWLEDGED AND AGREED

For the Republic of Serbia
State Attorney's Office

By:

Name: Ms. Olivera Stanimirović
Title: State Attorney
of the Republic of Serbia

Attachment

ACCOMPANYING MEMORANDUM

1. It is our practice in fixing fees to take into account a number of factors affecting the value of professional services. While the time spent and seniority of the lawyers involved in the assignment are relevant to the amount of the bill, these factors are considered in conjunction with the complexity of the assignment, the extent of our expertise on the matter, time limitations or deadlines for completing the work, the skill required to perform the work, the efficiency with which we handle the assignment, travel time, the magnitude of the Firm's resources devoted to the work, the value of our prior experience and the results we obtain. In an effort to provide cost-effective services to Serbia, we employ, and may in the exercise of our professional judgment, staff some aspects of this matter with, temporary lawyers, law clerks or paralegal personnel. For the matters covered by this engagement letter, bills will be predominantly be based on the amount of time spent on the matter by our professional staff. Hourly rates will be in accordance with our standard billing rates, and we will grant Serbia a discount of 10% on the time based fees identified in this paragraph.
2. The Firm also includes disbursements in its statements, including payment for or reimbursement of costs and expenses of services such as computerized research, court costs, filing fees, messenger and delivery service, photocopying, travel (including mileage, parking, airfare, lodging, meals and ground transportation), and word processing. Fees and expenses of others (such as consultants, court reporters, experts, investigators and witnesses) are generally referred directly to Serbia for payment and in other situations may be paid by the Firm; any such fees and expenses that are paid by the Firm will be Serbia's responsibility and will be billed to Serbia by the Firm.
3. In certain circumstances, the following items may be charged at more than the Firm's direct cost: various internal document services (such as photocopying, printing and scanning) and, in certain offices, miscellaneous disbursements.
4. Fees and expenses will be billed at reasonable intervals and are payable upon presentation. Separate bills can be prepared for each separate matter covered by the Engagement. Prompt payment is expected. All amounts payable to the Firm in respect of services performed for Serbia (including in respect of disbursements) shall be paid free and clear of any withholding tax, sales tax or similar charge or levy. In some cases, the Firm is obligated to charge VAT in respect of certain services; Serbia will be responsible for the payment of any such VAT shown as due on our invoices. The Firm reserves the right to charge interest at the rate provided under New York law (CPLR § 5004) to any statements that remain outstanding for more than 90 days. To the extent applicable, New York law entitles Serbia to arbitrate a fee dispute in circumstances specified in Part 137 of the Rules of the Chief Administrator of the Courts.
5. Please take notice that we are registered as a New York limited liability partnership. We and our affiliated entities in certain jurisdictions (and the offices of those entities) are collectively referred to in this letter as the "Firm", "we" or "us."
6. As to document retention: (i) at the conclusion of a matter, you may direct us to return, retain or discard some or all of the documents pertaining to that matter; (ii) if we send you written notice advising that the matter has concluded and you do not respond within 60 days, we may retain or destroy any such documents at our discretion; (iii) unless you instruct us otherwise, we will retain any documents we believe you will need to enforce your rights or to bring or defend claims; and (iv) notwithstanding the foregoing, we reserve the right to destroy any documents retained by us after a reasonable period of time, or to retain any documents when it is in the Firm's interest to do so, subject to applicable law.
7. Certain details of the way in which the Firm is regulated within the European Union and other information provided in accordance with EU Directives can be found on our website at <https://www.clearygottlieb.com/footer/legal-notices>.
8. We are subject to a variety of laws, professional rules and internal policies concerning financial sanctions and economic embargoes and the prevention of (and of criminal facilitation of) tax evasion, money laundering and the financing of terrorism. Accordingly, we may from time to time undertake procedures relating to client identification and sources of funds or exploring the rationale and aims of the matters we work on for you, some

of which may require your cooperation. For example, we may need to request and retain copies of information and documentation from you, and we may need to make and retain records of searches in appropriate electronic databases, some of which may be undertaken to identify and verify the identity of your beneficial owner(s). In some jurisdictions in which we practice, the applicable rules may require us (without informing you or providing you with any explanation) to make certain disclosures to appropriate authorities, for example concerning the transactions on which we are acting or the parties involved, and/or to suspend work for you and/or terminate our relationship with you.

9. Pursuant to the European Market Abuse Regulation (596/2014) ("MAR"), in certain circumstances we may need to create and maintain an "insider list" in connection with any particular matter relative to you where we are in possession of "inside information", as defined in Article 7 of MAR. You will notify us forthwith if you provide us with any such "inside information" and when any such information ceases to be "inside information". We will provide such a list to the relevant national competent authority if so required. Please be aware that we may be unable to provide the complete list (containing personal data) to Serbia itself because of privacy laws. You acknowledge that we may elect to create and maintain an "insider list" even in the absence of notification on your part.
10. Although unlikely, it may be necessary in the course of your representation for our lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with such lawyers of the Firm identified internally to serve as the Firm's in-house counsel to advise the Firm in connection with specific matters, or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in these consultations, it is possible that a conflict of interest might be deemed to exist as between our lawyers or Firm and you; you hereby waive any such conflict. You further agree that these consultations are protected from disclosure by the Firm's attorney-client privilege and that you will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent they affect your interests.
11. Any advice provided by us is for your benefit alone and must not be used or relied upon by third parties. The Firm's duty of care does not extend to third parties, except where such responsibility is accepted by us in writing.
12. During the course of our engagement by you in accordance with this letter, we will collect and process personal data, which may include sensitive personal data and personal data relating to criminal convictions and offences, within the meaning of those terms contained in the General Data Protection Regulation (the "GDPR"), about you, your employees, customers and other persons connected with you. When we process this personal data in the course of our engagement by you, we will usually do so as a data controller. Information about how we process your personal data in this regard is provided in our Client Privacy Notice at <https://www.clearygotlieb.com/footer/disclaimer-and-notice/privacy-statement>]. By signing this letter, you acknowledge that you have read and understood the Client Privacy Notice and confirm that any personal data you provide to us during the course of our engagement by you is provided in accordance with GDPR or any other applicable data protection legislation ("Data Protection Legislation") and, to the extent necessary, you have obtained or will obtain (or will provide us with all necessary assistance in obtaining) any consents from, and have given or will give notice of the terms of the Client Privacy Notice to, any individuals whose personal data will be collected and/or processed by us during the course of this engagement (including where you will provide us with their sensitive personal data or personal data related to criminal convictions). In addition to the above, there may be circumstances in which you identify us as your data processor in connection with our engagement by you. Where you indicate that we are your data processor, the provisions of Schedule 1 shall apply.
13. We encourage you to consult with other counsel on any terms of this letter, including the conflict waiver provisions.

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5 Attorney - Washington, D.C.
6 Rechtsanwalt - Frankfurt

7 Solicitor - Advocate - England and Wales
8 Solicitor - England and Wales
9 Abogado - Madrid
10 Rechtsanwalt - Cologne
11 Advokat - Basel
12 Solicitor - Ireland
13 Attorney - Illinois
14 Member of the Cologne Bar

Schedule 1

PROCESSING SERVICES

Part I – Processor Obligations

Where you have identified a part of our engagement by you wherein we process the personal data you provide to us as your data processor (a “Processing Service”), we will:

- process that personal data only on your written instructions;
- keep the personal data confidential;
- comply with your reasonable instructions with respect to processing of such personal data;
- only transfer personal data outside of the European Economic Area where (i) such transfer of personal data is to a country which the European Commission has deemed adequate for data protection purposes, (ii) such transfer is made subject to appropriate safeguards (as such term is understood under the Data Protection Legislation), (iii) where one of the derogations set out in Article 49 of the GDPR applies, or (iv) where we are required to make such transfer under applicable law;
- provide you with reasonable assistance, at your cost, in connection with any requests you may receive from data subjects wishing to exercise their rights under the Data Protection Legislation and in connection with your compliance obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- notify you without undue delay on becoming aware of a personal data breach or communication which relates to your compliance with the Data Protection Legislation;
- delete the personal data you have provided to us in connection with a Processing Service, upon termination of that Processing Service (unless we are required to retain any such personal data in accordance with applicable law);
- maintain complete and accurate records and information to demonstrate compliance with these terms of our engagement by you in connection with the Processor Services; and

Cleary Gottlieb Steen & Hamilton LLP or an affiliated entity has an office in each of the cities listed above.

[EMEA_ACTIVE 300558557_3]

Addressee

Date

- allow for and contribute to audits by you or your designated auditor, to be conducted during the hours of business on a business day and without disruption to the business of the Firm having given at least [25] business days' notice, solely for the purpose of allowing you to establish compliance with these terms of our engagement by you in connection with the Processor Services.

The firm shall ensure that appropriate technical and/or organizational measures are in place to protect against unauthorized or unlawful processing of, accidental loss or destruction of, or damage to, the personal data provided to us in connection with the Processing Services. Such measures shall be appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

In connection with the Processing Services, you hereby authorize the Firm's use of the sub-processors set out in the Part II of this Processing Services Schedule. The Firm is generally authorized to appoint additional or alternative sub-processors, in which case the Firm will inform you of such new or additional sub-processor. The Firm's arrangements with sub-processors will incorporate data protection obligations commensurate to those set out in this letter with respect to our processing of your personal data in the course of providing the Processing Services to you.

A description of the data processing the Firm will undertake in connection with the Processing Services is set out in the Part II of this Processing Services Schedule. You acknowledge that this forms your initial written instructions to the Firm for the purpose of our data processing activities in connection with the provision of a Processing Service:

Part II – Description of Processing Activities

Nature and purpose of the Firm's processing

- *The Firm shall process personal data for purpose of the engagement (as further described in the engagement letter).*

Types of personal data

- *The types of personal data processed shall be limited to such personal data as is required to be processed for the purpose of the engagement (as further described in the engagement letter).*

Categories of data subject

- *The categories of data subject involved shall be limited to such personal data as is required to be processed for the purpose of the engagement (as further described in the engagement letter).*