

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 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 Bryan Cave Leighton Paisner LLP	2. Registration Number 7157
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3. Primary Address of Registrant
 211 North Broadway, Suite 3600, St. Louis, MO 63102

4. Name of Foreign Principal Gold Corporation	5. Address of Foreign Principal 310 Hay Street East Perth, Western Australia AUSTRALIA 6004
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6. Country/Region Represented
 AUSTRALIA

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- 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(s) 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(s) 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.

Precious metals refining

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

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

See Appendix for Response

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

Received by NSD/FARA Registration Unit 11/06/2023 8:41:07 PM
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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
11/6/2023	Katherine Cooper	<i>Katherine Cooper</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PREVIEW

Appendix

Response to Item 11

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

Item 10 (b) Supervised: State officials of Western Australia appoint corporate board members.

Item 10 (b) Owned: 100% owned by government of Western Australia (an Australian state)

Item 10 (b) Directed: See above

Item 10 (b) Controlled: See above

Item 10 (b) Financed: State law authorizes government transfers to the corporation.

Item 10 (b) Subsidized: Western Australia guarantees the obligations of Gold Corporation.

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 Bryan Cave Leighton Paisner LLP	2. Registration Number 7157
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3. Name of Foreign Principal
 Gold Corporation

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? 10/24/2023
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

 Provide non-registerable legal services and public relations advice.

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

Provide non-registerable legal services and public relations advice.

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.

Services may include public relations advice.

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

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
11/06/2023	Katherine Cooper	/s/Katherine Cooper
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
11/6/2023	Katherine Cooper	Katherine Cooper
_____	_____	_____
_____	_____	_____
_____	_____	_____

PREVIEW



BRYAN CAVE LEIGHTON PAISNER LLP
1290 Avenue of the Americas
New York NY 10104 3300
T: +1 212 541 2000
F: +1 212 541 4630
bcplaw.com

October 13, 2023

Katherine Cooper
Partner
Direct: 212/541-1141
Fax: 212-541-4630
Katherine.Cooper@bcplaw.com

**CONFIDENTIAL
VIA EMAIL**

Sawan Tanna Emma Soactar
Treasurer Interim General Counsel
Gold Corporation d/b/a The Perth Mint
310 Hay Street
East Perth, Western Australia
Australia 6004

Re: Engagement of Bryan Cave Leighton Paisner LLP

Dear Mr. Tanna and Ms. Soactar:

Thank you for engaging Bryan Cave Leighton Paisner LLP ("**BCLP**") to provide legal services to Gold Corporation d/b/a The Perth Mint ("**Gold**" or the "**Company**") in connection with advising Gold in connection with self-reporting to the Enforcement Committee of the North American Securities Administrators Association of non-compliance with NASAA's Model State Commodity Code as adopted in 21 states & the NY Martin Act and any future matters we mutually agree to undertake. We are looking forward to working with the Company. This and any subsequent engagement letter and the attached Terms of Business ("**Terms**") will govern the Company's relationship with BCLP and the BCLP Group (as defined in the attached Terms). In the event of any inconsistency, this engagement letter will prevail. However, please note that if the Company engages one of our offices in a non-US jurisdiction on a matter, we may need to agree to jurisdiction specific terms for that matter.



To: Mr. Sawan Tanner
Ms. Emma Soactar
Gold Corporation d/b/a The Perth Mint
Date: October 13, 2023
Page: 2

Client

Gold Corporation d/b/a The Perth Mint is our only client for matters described in or governed by this engagement letter.

To avoid any misunderstanding in connection with our current and any future representation of the Company and in the evaluation of conflicts, we confirm that we have not been asked to act as counsel for any of the Company's subsidiaries, parent companies, affiliated entities or individuals associated with the Company. Any relationship, if undertaken by us with any other entity or individual associated with the Company, will be entered into separately.

Scope of representation

Currently, the Company has engaged BCLP to represent Gold in connection with advising Gold regarding self-reporting to the Enforcement Committee of the North American Securities Administrators Association of non-compliance with NASAA's Model State Commodity Code as adopted in 21 states & the NY Martin Act. We are looking forward to working with the Company. Our engagement is not on a permanent basis and we will confirm our acceptance of any new matters after we have completed our new business intake process which will include clearing conflicts and complying with any local regulatory rules and internal business acceptance policies.

BCLP team

I will serve as the Company's main point of contact in relation to this matter. The Company may always contact me with any questions or concerns that the Company has regarding the Company's relationship with BCLP.

Fees

We anticipate that the following lawyers and non-lawyers are likely to work on this matter. Their current rates are set out below:

Name	Position	Hourly rate
Katherine Cooper	Partner	\$975.00



To: Mr. Sawan Tanner
Ms. Emma Soactar
Gold Corporation d/b/a The Perth Mint
Date: October 13, 2023
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Generally, our fees are calculated by reference to the amount of time spent on each matter and the levels of experience of those involved. Other factors, such as the nature, complexity and urgency of the matter, and travel time, may also be taken into account. Currently our rates for lawyers likely to work on the Company's matters range from \$495 to \$1,490 per hour. Time devoted by legal assistants or other non-lawyers likely to work on the Company's matters is charged at billing rates ranging from \$375 to \$480 per hour. All hourly engagements will be billed in 0.1 hour (6 minute) increments.

Our hourly rates are generally reviewed on an annual basis. All rate increases generally go into effect in January. All time entries made after a rate increase will reflect the new rates. For further information on fees, please refer to paragraph 5 of the Terms.

Billing and payment

Our invoices normally are issued on a monthly basis and are due and payable upon receipt. We try to include expenses and other charges, including third party costs, in the invoice for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges may be delayed, in which case they will be included in the next invoice. If the Company has any questions about our billing or invoices, please contact me.

Deposit

Our representation will not commence until we receive a deposit of \$5,000.00 into our client trust fund. If the Company wires the deposit, the wire instructions are as follows:

[Redacted]

If you send an ACH, the instructions are as follows:
Bryan Cave Leighton Paisner LLP Retainers IOLA. Please reference me.

Any deposits that we receive from the Company will be placed in our client trust account on the Company's behalf and are refundable to the extent not subject to disbursement. Under certain circumstances, one of those accounts allows interest earned to be credited to the clients. New York law requires that the interest earned in the other trust account, which must be used for all deposits which are too small in amount or will be held for too short a time to generate enough interest to justify placing the funds in a separate account, be contributed to the New York Interest on Lawyer Account (IOLA) Fund to provide civil legal service programs for indigent persons and programs for the administration of justice. If the Company has deposit(s) are placed, please feel free to contact us.



To: Mr. Sawan Tanner
Ms. Emma Soactar
Gold Corporation d/b/a The Perth Mint
Date: October 13, 2023
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Conflicts of interest

It is possible that some of our present or future clients may become adverse to the Company during the time that we are representing the Company. As a condition to our undertaking this current engagement, the Company agrees that the BCLP Group may continue to represent, or may undertake in the future to represent, existing or new clients in any matter on a position that is adverse to the Company or in which the Company's interests may be adversely affected unless we represent the Company with respect to the same matter. We agree that the Company's prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of the Company, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any other client of ours, could be used in any other matter by that client to the Company's disadvantage. Because this waiver is essential to our willingness to accept this engagement, the Company agrees that if the validity or enforceability of the waiver is ever challenged or revoked, we may withdraw from representing the Company and continue to represent other clients, even in matters directly adverse to the Company.

Additional information regarding our conflicts policy is explained in paragraph 12 of the Terms. Our relationship with the Company is conditioned on the Company's agreement to the Terms.

Relationship

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. If the Company has any questions or concerns regarding our services or fees, the Company should contact me, the Company's relationship leader or any other lawyer with whom it is working.

By signing this Engagement Letter, you agree to binding arbitration of any dispute, claim or controversy regarding our services as described in the attached Terms of Business. If you have any questions or concerns regarding the advisability of arbitration, we encourage you to discuss them with independent counsel, your advisors, or us.

We appreciate the confidence the Company has placed in us and look forward to working with the



To: Mr. Sawan Tanner
Ms. Emma Soactar
Gold Corporation d/b/a The Perth Mint
Date: October 13, 2023
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Company. Please sign and date the attached copy of this letter and return it to us to confirm the agreed terms of our relationship.

Very truly yours,

Katherine Cooper

This Contract contains a binding arbitration provision which may be enforced by the parties.

These terms, including the attached Terms of Business, are approved.

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Dated: October _____, 2023

Gold Corporation

DocuSigned by:

AD6BBAE652E8484...

By:

[Print Name] Tim Leach
Its Authorized Representative

Mr

Terms of Business

Bryan Cave Leighton Paisner LLP



These Terms will apply to all instructions we receive to provide legal services unless we agree to specific variations in writing.

TERMS

- | | | |
|---|--|---|
| 1. BCLP Group | 9. Communications | 17. Data privacy |
| 2. Our team | 10. Cloud services | 18. Termination of engagement |
| 3. Our services | 11. Confidentiality, privilege and intellectual property | 19. Retention of files |
| 4. Choosing and instructing third parties | 12. Conflicts of interest | 20. Arbitration of dispute |
| 5. Our fees | 13. Anti-money laundering | 21. Feedback and complaints |
| 6. Expenses | 14. Criminal finances | 22. Insurance |
| 7. Contentious matters | 15. Sanctions | 23. Choice of Law |
| 8. Deposits | 16. Anti-bribery and corruption | 24. General |

1 BCLP GROUP

Bryan Cave Leighton Paisner (“BCLP Group”) is a global law firm comprised of a network of affiliated firms and entities (“BCLP Firms”). The legal notices section of our website (www.bcplaw.com) contains a list of the locations of our offices and jurisdiction-specific information, including a description of the BCLP Firms and related regulatory information (including corporate registration details, contact details, list of Partners and information about the way the BCLP Firms and their lawyers are regulated and insured).

The BCLP Firms have agreements to refer work to each other. By engaging a BCLP Firm, you agree that the original BCLP Firm may use the services of and share information with other BCLP Firms.

The term “Partner” refers to a member or an employee with equivalent standing and/or qualifications, as required, of a BCLP Firm in which they practice. In the US, all of our Partners are members.

If at any time the practice of a BCLP Firm moves to a successor firm, the successor firm will carry out all work which you have engaged us to complete. [↑](#)

2 OUR TEAM

You may contact your Relationship Leader at any time to discuss any aspect of our services.

The selection of lawyers and others who will provide services to you will be made by the Relationship Leader taking into consideration the nature of each engagement, the location of the matter, the degree of experience and knowledge required to achieve the objective and availability.

In addition to the personnel named in any engagement letter, we may involve others as well or instead (without asking you first if necessary) including paralegals, contract lawyers, trainees, law clerks, non-practicing barristers and lawyers qualified or licensed in various jurisdictions. Unless you are notified otherwise, contract lawyers will be supervised and their time invoiced the same as other lawyers. [↑](#)

3 OUR SERVICES

Our role is limited to advising on the legal issues raised by your instructions. We base our advice and documentation on our interpretation of the law and practice at the time we do the work. You, and anyone providing information on your behalf whom we reasonably believe to be involved with the relevant matter or authorized by you, will need to provide complete and accurate information and instructions promptly. Where you are unsure as to relevance, please discuss it with us. Unless we expressly agree to do so in writing, we have no duty to review or update our advice or documentation to reflect any later changes in the law or practice. Once a matter ends, we will not remind you about future deadlines or obligations relevant to the matter.

If you or anyone providing information on your behalf wants to provide us with information that you or they have reason to believe or have been informed includes Controlled Undersified Information, including but not limited to Covered Defense Information (including Undersified Controlled Technical Information) and Export Controlled Information, you must advise us of such status before the information is provided and inform us of all security requirements applicable to that information, so

Terms of Business

Bryan Cave Leighton Paisner LLP



that necessary controls can be implemented. Classified information must not be provided to us.

The Corporate Transparency Act (CTA) requires that certain entities doing business in the United States of America disclose to federal regulators in the United States information about their beneficial owners and about the individuals who filed their formation documents. Unless specifically requested to do so, we will not advise you whether you must comply, and if so, how to identify its beneficial owners and applicants. Without a specific request to do so, we do not advise clients regarding what they must report, how and when to first report, and when the information must be updated with regulators. [↑](#)

4 CHOOSING AND INSTRUCTING THIRD PARTIES

If you ask us to select a professional on your behalf, unless we expressly agree otherwise in writing, their terms of business will apply to any advice or other services that they provide. We will use reasonable care in choosing them but will not be responsible for any of their actions or omissions, nor for any errors or deficiencies in their work, and, as their client, you will be responsible for payment of their fees and any other charges. [↑](#)

5 OUR FEES

The invoices of the BCLP Firm originally engaged may include amounts owed to other BCLP Firms, except where tax regulations require us to produce the invoice from the BCLP Firm which undertook the work. BCLP Firms share fees and/or profits, as permitted.

If we represent multiple parties, each party for whom we act is jointly and severally liable to pay the full amount of our invoices unless otherwise stated in the engagement letter.

If we agree to use an e-billing service, e-bills will replace paper invoices and you expressly consent to the transfer of information to a third party provider on your behalf. We do not accept responsibility for any such provider and cannot guarantee that e-billing will be uninterrupted or error-free.

If you have insurance that covers our invoices, we may recover from you any amounts that your insurer fails to pay.

We are only able to issue tax invoices to you. If, under a court order, arbitrator's award or an arrangement to which we consent, a third party is liable to pay any of the amounts invoiced, you will remain liable for any amounts unpaid by that third party.

If an invoice includes the fees and/or other charges of a third party, we may assign to that third party any cause of action in respect of their recovery. [↑](#)

6 EXPENSES

Generally, the BCLP Firm does not charge for soft costs including electronic legal research, printing, scanning and copies. We may incur expenses in relation to a matter on your behalf and may do so without your advance approval. For matters involving electronically stored information, for example eDiscovery, we will charge for data processing, maintenance and storage. We will charge for certain support activities on the basis of your individual use. For costs that are specific to your matter and provided by a third-party vendor, we will charge actual costs billed by the outside vendor to BCLP. For a complete list of third party expenses that may be incurred in your matter, please contact your Relationship Leader. [↑](#)

7 CONTENTIOUS MATTERS

You will remain responsible for payment of our invoices irrespective of the outcome of any contentious matter, including litigation, or whether or not the invoiced amounts are in whole or in part recoverable from someone else.

We will apply any sums recovered from a third party against any outstanding invoices and any interest due on outstanding amounts.

Courts and tribunals may have discretion to award costs in any manner during and at the end of a matter. The outcome, cost and the course of most contentious matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to adjudication on the merits. While we cannot assure you that there will not be an adverse outcome, our efforts will always be directed towards obtaining the most satisfactory resolution that is possible. [↑](#)

8 DEPOSITS

Any deposits (monies on account) that we receive from you will be placed in our client trust account on your behalf and are refundable to the extent not subject to disbursement. We expect that the deposit we have requested will be placed by us in our unsegregated trust account. Interest earned on that account, pursuant to New York law, is paid to the New York Interest on Lawyer Account (IOLA) Fund to be used to provide civil legal

Terms of Business

Bryan Cave Leighton Paisner LLP



service programs for indigent persons and programs for the administration of justice.

We are authorized to withdraw from amounts deposited into our trust account the sums necessary to pay any invoices. You will be notified in writing of the amounts owed, any amounts applied or withdrawn, and the remaining amount of your deposit and you will also be provided with an invoice explaining the services rendered and costs incurred. If the deposited amount only covers part of an invoiced amount, then the invoice will show the amount still due and payable. We may request additional deposits to cover further services and costs. When our services are complete or terminated, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to the person or entity that paid the deposit. If a third party paid the deposit on your behalf, any monies remaining will be returned to the third party unless they instruct us to do otherwise. [↕](#)

9 COMMUNICATIONS

Unless we expressly agree in writing, our Partners and employees may communicate by email. Email messages, messaging services and consumer grade file-sharing sites are not secure communication methods. They carry certain risks, including non-delivery, delay, data corruption, interception, virus transfer and loss of confidentiality and privilege, breach of cybersecurity requirements and inadvertent export of Controlled Unclassified Information, including but not limited to Covered Defense Information (including Unclassified Controlled Technical Information). If you prefer to use a different method of communication please let us know; otherwise, you agree to accept the risks inherent in these forms of communication. [↕](#)

10 CLOUD SERVICES

During or after termination of our engagement we may use cloud services. If or when we do so, or where we use a subcontractor to provide cloud services, we will ensure an appropriate level of security. [↕](#)

11 CONFIDENTIALITY, PRIVILEGE AND INTELLECTUAL PROPERTY

Communications between lawyer and client are generally privileged, although privilege rules vary by jurisdictions. If we receive a request for information about your matter, we will take steps to assert privilege; however, we may be compelled to disclose information by an order from a judicial or public authority. Should we be compelled to provide information, we will act in accordance with local laws, regulations and ethics rules.

You should share privileged communications only with people in or outside your organization that need to know

the information and only subject to suitable safeguards. For specific advice about this subject, please contact your Relationship Leader.

Subject to applicable data privacy laws and to our duty of confidentiality, we may disclose that we have a relationship with you in order to obtain conflict waivers from other clients, for conflict searches to be carried out during potential mergers, and for marketing purposes.

We may also disclose any privileged or confidential documentation: to your staff and other professional advisers whom you identify to us or whom we reasonably believe to be involved in the relevant matter; to third parties (including consultants and barristers) who help us with legal, administrative, financial, information technology and other services; to our auditors or other professional advisers for legal, regulatory and compliance purposes; to agents instructed to collect any unpaid charges on our behalf; and to our insurers in order to comply with insurance obligations. To protect your confidentiality, we may put in place confidentiality agreements requiring any third party to treat your information as confidential.

You agree that you will treat personal and confidential information that you receive from us as confidential and in accordance with applicable data privacy laws. [↕](#)

12 CONFLICTS OF INTEREST

We have procedures in place to prevent our acting when there is a legal conflict of interest. We apply the appropriate conflicts of interest rules for the jurisdiction(s) where the representation takes place and the rules applicable to the lawyers working on a matter. If you are aware, or become aware, of a possible conflict, please immediately notify your Relationship Leader.

In certain cases, more than one of our clients may have an interest in the same subject matter of a transaction, or be competing for the same asset. For example, more than one of our clients may seek to buy an entity through auction sale or tender for a contract. If this happens, you agree that we are free to represent you and one or more other clients with the same interest, if we can do so in accordance with applicable conflict rules.

From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between the BCLP Firm and you over the handling of a matter. When such issues arise, we typically seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and counsel for the firm. A few courts, however, have held that under

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some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, you agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have your consent to do so and our continued representation of you in such situations does not waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with our counsel. [↕](#)

13 ANTI-MONEY LAUNDERING

In order to comply with anti-money laundering and anti-terrorist financing legislation ("AML") in certain jurisdictions and our global business acceptance policies and procedures, we may be required to obtain, retain, and periodically update evidence of your identity and people related to you (which may include criminal and regulatory convictions and proceedings information). Sometimes we may need to ask you for documents or information. If we do so, you must provide this information promptly or we may not be able to act, or to continue to act, for you.

If we are unable to satisfy ourselves as to the source of funds, monies paid to us will usually be frozen and not applied to the matter unless and until the appropriate authorities consent.

We do not accept payments in cash, whether for our fees or otherwise. We will not make payments to anyone other than you unless that is a necessary part of the matter, and then only if you engaged us in writing to do so, or in order to return money to a third party as described in the paragraph related to Deposits. [↕](#)

14 CRIMINAL FINANCES

We have a legal obligation not to engage in any activity, practice, or conduct that could facilitate the illegal evasion of UK, US and/or other applicable tax laws. [↕](#)

15 SANCTIONS

Applicable rules and laws (including those in respect of money laundering and any economic, financial, political, legal and other sanctions imposed by the United Kingdom, European Union, the United States of America or other relevant country or international organization ("Sanctions")) or court orders may oblige us to stop or

delay carrying out your instructions or proceeding with the relevant matter. We may also have to keep any monies, assets or property in our possession or control unless and until a relevant authority and/or agency allows us to deal with them. As long as we have acted in good faith, we will have no liability to you for the consequences (including any third party fees, costs, expenses or other charges that you may incur as a result) of any steps we take to fulfill our reasonable understanding of our legal or regulatory obligations. [↕](#)

16 ANTI-BRIBERY AND CORRUPTION

We have a zero-tolerance approach to bribery and corruption and are committed to complying with all applicable anti-bribery and corruption laws and regulations. [↕](#)

17 DATA PRIVACY

Our privacy notice at the [Privacy Notice section of our website](#) explains how we collect and use personal information. This includes the personal information that you provide to us, about yourself, your employees, or other people that may be relevant to a matter on which we have been engaged (together, "Personal Information"). In respect of any Personal Information you share with us, you shall ensure that such Personal Information is accurate and up to date, that you have the necessary authority from the data subject(s) for us to use and transfer it in respect of the matter that we are working on for you, and that the data subject(s) have been given a copy of our privacy notice.

As a general matter, once Personal Information is provided to a BCLP Firm, we are responsible for determining how it will be processed to enable us to provide you with services and to comply with our client, professional, regulatory, and legal obligations. In some jurisdictions, we would be referred to as a "data controller." As our privacy notice describes, there may be situations in which individuals have the right under applicable privacy laws to access and correct their Personal Information, or ask that we delete it ("Data Subject Request"). If we receive a Subject Access Request in connection with a matter on which we are engaged, we will discuss this (and any associated costs) with you as appropriate.

If you have any questions regarding our processing of your Personal Information or if you wish to exercise your privacy rights, please contact us at privacy@bdplaw.com.

If you transmit Personal Information directly from the European Economic Area ("EEA") to one of our non-EEA offices, the law may require you to ensure appropriate safeguards are in place. There are similar requirements when transferring Personal Information from other

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jurisdictions. If you request that one of our offices transmit Personal Information to you outside of the EEA or other jurisdiction with similar restrictions, the law requires us to ensure appropriate safeguards are in place. You should consult with your Relationship Leader prior to any transfers being undertaken. [↑](#)

18 TERMINATION OF ENGAGEMENT

You may terminate our engagement with or without cause at any time. Termination of our services will not affect your responsibility to pay for legal services rendered, expenses and any other charges incurred, and for any further work required in order to facilitate an orderly handover of matters.

We may suspend our work or terminate our engagement for any of the reasons permitted under the Rules of Professional Conduct or professional rules of any jurisdiction applicable to your matter, including where there is a legal conflict of interests, where you fail to promptly pay our invoices, for misrepresentation of (or failure to disclose) any material facts, for action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship or presents conflicts with our professional responsibilities, including where we risk breaching applicable rules and laws, including our obligations in respect of AML, bribery and corruption, the facilitation of tax evasion and applicable Sanctions. These Terms constitute reasonable warning that we will withdraw from representing you if you fail substantially to fulfill an obligation to us regarding our services.

We will give you reasonable notice if we intend to suspend our work or stop acting for you unless prevented from doing so by reasons outside of our reasonable control.

Unless we expressly agree in writing, you cannot assume that any BCLP Firm(s) will continue to be free to represent you in a future matter. You agree that we may close any matter if it has not been billed for more than six months and matters will automatically be closed 12 months after the last work date. If the matter is the final work you have requested of us, our attorney-client relationship with you will then cease without further notice.

If at any time there are no active matters in which we are representing you, you will be considered a former, rather than a current, client. Whether you are a current or former client, we will have no duty to accept new matters from you unless mutually agreed in writing.

We may keep all the money that we have the right to keep in accordance with applicable laws, professional and local rules and the Deposit section above until you have paid all of our charges and any interest due to us. [↑](#)

19 RETENTION OF FILES

We reserve the right to keep a full copy of your files for legal, regulatory and professional indemnity reasons. Generally, we will keep client files for a period of fifteen years after a matter has been closed by us. After this time client files will be securely destroyed or deleted unless we expressly agree otherwise in writing. [↑](#)

20 ARBITRATION OF DISPUTES

By signing and returning our engagement letter, you agree that any and all disputes, claims or controversies arising out of or relating to these Terms, our relationship, our work, our invoices or our services, shall be determined by final and binding arbitration. Disputes, claims and controversies subject to final and binding arbitration include, without limitation, any claims for professional malpractice, breach of fiduciary duty, breach of contract, disputes over our fees and expenses, negligence, disputes regarding the quality of our services and claims relating to or arising out of your or our performance under these Terms.

The matters submitted to arbitration shall be heard in New York County by an arbitration panel, consisting of one neutral arbitrator appointed by each party and a neutral arbitrator appointed by the two arbitrators. The arbitration will be held in accordance with the then-existing Comprehensive Arbitration Rules ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"); provided, however, that nothing herein shall limit the parties' right to stipulate and agree to conduct the arbitration before and pursuant to the rules of any other agreed-upon arbitration services provider in New York County. All three neutral arbitrators must be JAMS panelists. Any party to the arbitration may request JAMS to identify panels of retired or former jurists qualified and able to sit as an arbitrator of the matters submitted for arbitration and the arbitrators shall be selected by the parties from such panels pursuant to JAMS Rules. The arbitrators shall apply New York substantive law, and any applicable U.S. federal substantive law, in resolving the parties' dispute to the proceeding, except to the extent federal substantive law would apply to any claim. Any proceedings conducted shall be private and confidential and shall not be disclosed to the public by the arbitrators or the parties to the arbitration except as necessary to reduce the award to a judgment in a court of law.

Any arbitration award shall be final, binding and conclusive on the parties, without the right to

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appeal and subject only to judicial review as provided by New York statutes governing arbitrations, and a judgment rendered on the arbitration award may be entered in any state or federal court having jurisdiction. The arbitrators shall be authorized to determine all issues in arbitration including whether the dispute must be arbitrated and whether the arbitration clause is unconscionable as if the arbitrators were sitting as a judge without a jury, and the arbitrators shall render a written reasoned award with findings of fact and conclusions of law. The arbitrators shall make all decisions with respect to the nature and amount of discovery. Each party shall bear its own attorneys' fees and costs of the arbitration and its pro-rata share of the costs of the arbitration, which include fees for the arbitrator(s), who, unlike a court, are paid to hear the case.

You understand that by entering into this Agreement, you are voluntarily waiving your right to a jury or court trial. You also understand that the ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings. You further understand that you and the BCLP Firm are waiving, to the extent permitted by law, any right you have to an award of punitive damages.

State Bar procedures

Notwithstanding the above, if a dispute regarding legal fees or costs arises, you may have the right to elect mediation and/or arbitration under the New York State Fee Dispute Resolution Program pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. Upon your request, a copy of those Rules will be provided to you. If a dispute is eligible for mediation and/or arbitration under Part 137 and you elect not to proceed to mediation and/or arbitration under the New York State Fee Dispute Resolution Program, then any dispute over legal fees or costs shall be resolved by the binding contractual arbitration described above. We believe that arbitration, whether as described above or under Part 137, is desirable, even though both parties give up the right to a jury trial, to full discovery, and to appellate review, because arbitration generally offers a quicker resolution and the confidentiality of the process can be assured.

You are urged to discuss the advisability of arbitration with your Relationship Leader, your independent counsel or your other advisors and to ask any questions which you may have. Your

execution and delivery of our engagement letter will confirm that you have either obtained independent legal advice with respect to the binding arbitration clause, or you have decided to engage us without seeking such advice. [↑](#)

21 FEEDBACK AND COMPLAINTS

If you are unhappy with our service or an invoice, please contact your Relationship Leader.

We hope to resolve any problem to your satisfaction, but if we do not or if you wish to make a formal complaint, please contact our designated complaints counsel by email at aagado@bdplaw.com, or by telephone on +1 314 259 2745. The designated complaints counsel will give you a copy of our complaints procedure. You may have the right to complain to an independent or professional body in the relevant jurisdiction. Further information is available at <https://www.bdplaw.com/en-GB/legal-notices/legal-notices.html>.

If you are unhappy with the service of a third party we have instructed on your behalf on your matter, you may have the right to complain to the relevant professional body in the relevant jurisdiction. Our designated complaints counsel can provide further details. [↑](#)

22 INSURANCE

Our primary professional indemnity insurer is ALAS, 311 South Wacker Drive, Suite 5700, Chicago, IL 60606. The BCLP Group additionally carries insurance which is compliant with EU professional indemnity rules and applicable local laws. Further information is available at <https://www.bdplaw.com/en-GB/legal-notices/legal-notices.html> or from our Professional Risk and BCLP Insurances Director who can provide you with details including numbers and the territorial extent of the policies. [↑](#)

23 CHOICE OF LAW

The relationship between you and the BCLP Firm including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of New York, without regard to conflicts of laws principles. Notwithstanding the foregoing, the arbitration provisions in Section 20 and any resulting arbitration shall be governed by the U.S. Federal Arbitration Act. [↑](#)

24 GENERAL

The Terms (in particular the section regarding limitation of liability) are subject to the provisions of any applicable local rules and laws.

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If any of the provisions of these Terms are or become invalid, that will not affect the validity of the remaining provisions. The invalid provisions, or any missing provisions, will be replaced by the valid provisions that come closest to the economic intent and purpose of the parties. [↑](#)