

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 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 Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.	2. Registration Number 7722
--	--------------------------------

3. Primary Address of Registrant
 One Financial Center, Boston, MA 02111

4. Name of Foreign Principal Abdeslam Jaidi	5. Address of Foreign Principal 10 Rue Oulad Jerrare, Souissi Rabat, Rabat-Salé-Kénitra MOROCCO 10170
--	--

6. Country/Region Represented
 MOROCCO

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 MOROCCO

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.

Abdeslam Jaidi was an Ambassador for Morocco, who is currently retired.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" 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 type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" 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).

Item 10(b) Directed: Based on our understanding, Mr. Jaidi was directed by the government of Morocco to return to Morocco from the United States and not to return to the United States while the indictment is pending. In addition, in his retirement, based on his long experience with the Royal Family, Mr. Jaidi occasionally is asked to perform special projects at the Palace's request.

Item 10(b) Subsidized: Based on our understanding, the Foreign Ministry of Morocco paid the Registrant's invoices in connection with past services rendered in relation to the pending indictment. The Registrant anticipates the possibility that the Foreign Ministry will pay the Registrant's invoices for services rendered in relation to the Pardon Application.

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 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
05/07/2026	Peter A. Chavkin	<input type="text" value="Sign"/> /s/Peter A. Chavkin
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

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

5/4/2026

Peter A. Chavkin



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 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 Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.	2. Registration Number 7722
--	--------------------------------

3. Name of Foreign Principal
Abdeslam Jaidi

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/06/2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Representation of Abdeslam Jaidi in court and in discussions with the U.S. Attorney's Office relating to the pending indictment (exempt from registration).

Under the 2020 agreement to represent Mr. Jaidi in connection with the indictment, Mr. Jaidi, on May 4, 2026, authorized us to file the pardon application.

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

We rendered services to Mr. Jaidi (including filings in court and communications with the U.S. Attorney's Office), which are exempt from registration, in connection with the pending indictment. The registrable activity is a pardon application that the client, on May 4, 2026, authorized us to file.

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

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.

The aim of the pardon application is to apply existing law, but FARA regards the pardon application as a registrable activity, and the applicant is a former diplomat so there may be diplomatic implications.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
05/06/2026	DOJ	Registration fee	\$ 305.00

\$ 305.00

Total

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
05/07/2026	Peter A. Chavkin	<input data-bbox="889 457 954 485" type="text" value="Sign"/> /s/Peter A. Chavkin
_____	_____	<input data-bbox="889 541 954 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 954 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 954 760" type="text" value="Sign"/> _____

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

5/4/2026

Peter A. Chaykin



212 692 6231
pchavkin@mintz.com
mintz.com



Chrysler Center
666 Third Avenue
New York, NY 10017
212 935 3000
212 983 3115 fax

February 6, 2020

Ambassador Abdeslam Jaidi
via What's App. text

Re: Engagement of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. ("Mintz")

Dear Ambassador Jaidi:

We are pleased to welcome you as a Mintz client and we look forward to a collaborative attorney-client relationship based on timely and transparent communication. Our goal is to become your trusted advisor, providing outstanding value by focusing creatively on legal and business issues critical to you. Mintz is driven by singular focus on excellence and we recognize that success as a law firm ultimately depends on client satisfaction.

I will be your principal contact, working with other Mintz lawyers and professionals to provide efficient and cost-effective services. My direct dial is (212) 692-6231 and my email is pchavkin@mintz.com. If for any reason you would like to contact our Managing Member, Bob Bodian, please call Bob at (212) 692-6726 or email him at RBodian@mintz.com. Bob enjoys the opportunity to communicate with Mintz clients.

This Engagement Letter and the enclosed Billing and Expense Policy (together, "Engagement Documents") identify the scope of services Mintz has agreed to provide and also state applicable terms and conditions for this Engagement and for any future representation of you in any matter. Please read the documents carefully and contact me regarding any questions about the terms of the Engagement Documents. The terms and conditions of the Engagement Documents will apply to our Engagement when we commence providing services to you. Please countersign and return to me, and to ClientIntake@mintz.com, the enclosed duplicate copy of this Engagement Letter (alternatively, please send me your scanned signature on the Engagement Letter).

Scope of the Mintz Engagement. Mintz has agreed to represent you in connection with an indictment in the United States District Court for the Southern District of New York ("Engagement").

ISO Certification, Data Security and Confidentiality. Mintz takes seriously its obligation to protect client information. Mintz has achieved, and continues to maintain through periodic audits, data security certification pursuant to ISO 27001 standards. We also provide annual Data Security awareness training to all Mintz employees. We would be happy to discuss data security

BOSTON LONDON LOS ANGELES NEW YORK SAN DIEGO SAN FRANCISCO WASHINGTON

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

MINTZ

February 6, 2020
Page 2

matters with you. If you believe that special precautions (e.g., encryption) regarding how particular information is stored, communicated or transmitted are required, please let us know. Absent a different agreement, in addition to live discussion we will use a combination of electronic communication methods (including email) and US mail in our written communications with you.

Diversity. Mintz has a continuing commitment to diversity and inclusion. We strive to integrate a full spectrum of viewpoints into everything we do. We recognize that a broad range of perspectives produces the best solutions for our clients, as well as a positive and productive work environment. We promote an inclusive community and our goal is to staff diverse client teams benefitting from the contributions of people from all backgrounds.

Engagement Planning and Communication. Our core values include providing the best in class client service. At the outset we will consult with you regarding an initial strategic plan to better understand your goals, including the key issues you are facing, potential strategies for moving forward and estimated costs involved. An initial strategic plan may provide an excellent platform for communication with you and enhanced transparency as the Engagement proceeds and a basis to measure results achieved together in the Engagement.

Responsibilities. Mintz will keep you informed of developments, with timely and proactive communication and respond to your inquiries. Please let us know your preference regarding how we communicate with you and what type and frequency of reporting and progress updates will be most helpful to you. Mintz will protect confidential information as required by applicable Rules of Professional Conduct (and you acknowledge that this confidentiality obligation prevents Mintz from sharing with you information learned in other client representations even though such information may be of interest to you). Your cooperation is essential to effective representation and we must receive from you all information and documents known to you relating to the subject matter of our Engagement, including the names of all persons potentially involved in the Engagement, to enable Mintz to identify and clear conflicts and carry out the Engagement. It also is important for you to update that information if you become aware of any other persons or entities that are or may become involved in this Engagement. We also need you to attend and participate in meetings and other activities to carry out the Engagement, and we encourage you to consult with us. While we encourage you to consult with us frequently, please avoid discussing our engagement unnecessarily with others to help preserve confidentiality and attorney-client privilege. It also is important to keep Mintz updated regarding your contact information, including postal and email addresses and telephone numbers. Also, please review our bills promptly when received and contact us with any questions or concerns you may have regarding our bills and the narrative information provided in our bills describing our activities.

Insurance Coverage. While Mintz has strong capability regarding insurance matters, and we would be happy to discuss representing you regarding any insurance issues, unless our engagement letter with you provides specifically to the contrary, you, and not Mintz, must determine whether insurance coverage is available for matters relating to the Mintz Engagement.

MINTZ

February 6, 2020
Page 3

Also, you, and not Mintz, also will have sole responsibility to provide notice to insurers regarding any insurance coverage for matters relating to the Mintz Engagement.

Informed Consent to Conditional Waivers of Certain Future Conflicts of Interest. In the future, you likely will be involved with issues, transactions and disputes concerning matters regarding your competitors, suppliers of goods or services, investors, customers, business acquirers or sellers, financial advisors, investment bankers, lenders, or other agents or advisors (and otherwise), whether operating with you in the same or different industries. Your counterparties involved in such matters also may be Mintz clients. Your interests, the interests of our other clients involved with you and the firm's own business interests highlight the importance of identifying at this time the limited circumstances in which Mintz will be able in the future to represent other clients having legal interests adverse to your interests. Accordingly, as a reasonable condition of representing you, your current informed consent and waiver of future conflicts of interest described in the following four paragraphs is necessary, with your consent and waivers applicable only if the four waiver conditions identified below are met and only if Mintz fulfills our obligation to give you notice of any adverse representation.

Conditional Waiver of Future Conflicts. Subject to our compliance with four enumerated conditions identified below protecting your confidential information and preserving the undivided loyalty to you of Mintz professionals providing you with services, you consent to Mintz representation of current and future clients in matters adverse to you in the following limited circumstance. For matters where you have not asked us for representation, Mintz may represent clients adverse to you so long as: (1) Mintz has not received from you confidential information directly relevant to an adverse matter; (2) Mintz has not represented you in a matter substantially related to an adverse matter; (3) Mintz professionals substantially involved in representing you are not involved in an adverse representation; and (4) Mintz notifies you of any adverse representation as soon as allowed under applicable Rules of Professional Conduct. Following this disclosure, and your opportunity to consult with other counsel, we understand that you have concluded that a Mintz representation adverse to you, as set forth above, will not adversely affect our relationship or impact our work for you. It is our mutual intent and agreement that your consent and waiver of conflicts arising in the future is and will be effective despite our mutual inability to identify at this time any specific future matter or specific Mintz client involved. No further consent or waiver from you will be required in the future if an actual conflict arises in the limited circumstances in which the terms of this waiver of future conflict apply.^{1/}

^{1/} This consent and conflict waiver includes, without limitation, the following subject matters: intellectual property matters (including patent, trademark and copyright matters); contract and licensing; corporate (including mergers and acquisitions); securities; tax; bankruptcy, reorganization, workouts and other similar matters; real estate; environmental; consumer products; privacy and data security; employment; and regulatory matter; and, again without limitation, the following types of matters: counseling and advice; negotiations; transactions of all types and kinds; legislative or lobbying proceedings; administrative proceedings; and dispute resolution, including mediation, arbitration and litigation.

MINTZ

February 6, 2020

Page 4



In addition, our representation of you is conditioned on your consent and waiver of conflicts in a matter in which we represent you and the adverse party in that matter is another Mintz client, but represented in the matter by counsel other than Mintz. We will not proceed with any such representation if we conclude that there is a substantial risk that our independent judgment on your behalf or our zealous representation of you will be impaired or compromised by our relationship with the party adverse to you in the matter. This waiver of future conflicts also is subject to strict compliance the conditions set forth in the immediately preceding paragraph and this waiver is effective despite our mutual inability to identify at this time any specific future matter or specific Mintz client involved. *See* n. 1.

We will notify you of any adverse representation as soon as permitted by applicable ethical rules of professional conduct. If applicable rules do not permit Mintz to provide you with such notice prior to undertaking an adverse engagement you agree that we may commence that representation and make disclosure to you thereafter once permitted to do so.

If an actual conflict arises in the future and you object to a Mintz representation meeting all of the terms and conditions of either of the foregoing waivers, Mintz may elect to withdraw from representation of you if, following consultation with you, the objection is not withdrawn. Our withdrawal as counsel will resolve the conflict and your objection and, following such withdrawal, you agree not to continue to object or seek disqualification of Mintz.

Termination of the Engagement. Our representation of you in any matter will terminate upon completion of the substantive work we agreed to undertake for you. Our representation of you will terminate once our work is completed in all matters, subject to renewal of representation if we mutually agree to another engagement in the future, following conflicts clearance. Following termination of representation in a matter, Mintz will have no obligation to provide advice regarding work previously completed for you. If, after our attorney-client relationship has ended, Mintz sends you information regarding a matter we believe may be of interest to you, doing so will not revive an attorney-client relationship with Mintz if we are not currently engaged by you.

You have the right to terminate the Firm's representation at any time, subject to the continuing obligation to pay for services rendered prior to termination in accordance with our Engagement Documents. Upon termination, all previously billed time charges will be due and payable immediately, along with payment for time charges incurred but not yet billed (and any other compensation due in accordance with our engagement agreement). Subject to applicable ethical guidelines, should you decide to terminate our representation, Mintz reserves the right to charge you, and you agree to pay, for all reasonable and necessary time charges and expenses incurred in assisting you in making a transition to new counsel, including, without limitation, duplication of file materials and transfer of those materials to you or elsewhere at your written direction.

Subject to applicable ethical rules and any other legal requirements, the Firm reserves the right to withdraw from and terminate representation of you upon reasonable notice, while providing you with an opportunity to arrange for alternative counsel. In the event that any amounts

MINTZ

February 6, 2020

Page 5



remain outstanding on our invoices third (30) days following notice to you that they are overdue, you agree that an additional fifteen (15) days' notice to you of our intent to withdrawal is reasonable notice. You consent to such withdrawal and agree to cooperate with us in effecting such withdrawal promptly. Reasons for the Firm's withdrawal and termination of representation may include, without limitation, breach of any of the terms of the Engagement Documents, such as failure to pay amounts due on a timely basis, failure to communicate with us, or failure to provide us with information necessary to represent you. Mintz also may terminate our representation of you for any other reason permitted or required by applicable Rules of Professional Conduct.

Client Files and Other Documents. You may request in writing delivery of your client file at any time. We anticipate that when our representation of you in a matter is complete you will request return, and take possession of, documents and other materials in your client file for that matter that are of continuing importance to you, such as original contracts, stock certificates and other documents having intrinsic value. In the absence of a request from you for return of documents or a specific written agreement or legal or ethical requirements to the contrary, Mintz reserves the right to retain and then destroy, in a secure manner, documents and other materials in your client file in accordance with the Firm's then-effective Records Management Policy. That Policy currently provides for a ten year retention period. Mintz does not consider records regarding non-substantive communications, administrative or internal matters to be part of the client file, and such records are and will remain our property exclusively which Mintz may destroy or otherwise dispose of as we deem appropriate.

Thank you. We very much appreciate the opportunity to represent you and we look forward to working with you on a collaborative basis resting on effective communication and cooperation. You have expressed confidence in Mintz by retaining us, and we will strive to provide you with outstanding service and value. Please call or email me to discuss any questions that you may have regarding the Engagement Documents. Also, please do not hesitate to contact me at any point throughout the Engagement as our work proceeds.

MINTZ

February 6, 2020
Page 6



Please return an executed copy of this letter to my attention. We will have no obligation to commence work until we receive a countersigned copy of this letter, and any work that we undertake for you will be subject to the terms and conditions in the Engagement Documents whether or not countersigned and returned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Peter A. Chavkin'.

Peter A. Chavkin

A handwritten signature in black ink, appearing to read 'Abdeslam Jaidi'.

Ambassador Abdeslam Jaidi

Enclosures (2): Duplicate Engagement letter to be signed and returned to Mintz; and
Billing and Expense Policy

MINTZ

February 6, 2020
Page 7

MINTZ BILLING AND EXPENSE POLICY

1. Attorneys' Fees.

The principal factor in determining amounts billed are hourly rates in effect for attorneys and other professionals when Mintz renders services. Periodically, those rates are adjusted upward and the adjusted rates, which will be shown in the detailed bills provided by Mintz, will apply to all pending and future engagements. Hourly time charges are billed for all services provided to you, including, without limitation, telephone conferences, meetings, internal office conferences, negotiations, review of files and documents sent or received, drafting, correspondence, memoranda, legal and fact research, depositions, court appearances and travel, and other work necessary for the engagement. Invoices will be the product of the hours worked multiplied by hourly rates. If, however, Mintz plays a material role in obtaining a result with benefits to you disproportionate to the time expended, Mintz may discuss with you and then bill a fee which exceeds the Firm's hourly charges to reflect more fairly the enhanced value of services provided by Mintz. Alternatively, if Mintz concludes that it is appropriate to do so, the Firm may reduce the fee below the fee produced by multiplying the hours worked times the hourly rates to more fairly reflect the value of our services to you.

Mintz hourly rates for attorneys and other members of the professional staff are based on years of experience, specialization and level of professional attainment. Some aspects of the engagement will require a higher degree of expertise. We assign and delegate responsibilities based upon the degree of experience and expertise required to provide effective and efficient services. Generally, current hourly rates for members of the Firm range from \$715-\$1295 per hour; hourly rates for associates range from \$355-\$870 per hour; hourly rates for technical specialists range from \$245-\$485 per hour; and hourly rates for paralegals range from \$110-\$410 per hour. **The hourly rate of your supervising engagement attorney currently is \$1,210 per hour.**

Please discuss with us freely any questions that you may have concerning fees charged in any matter. Mintz wants clients to be satisfied with both the quality of our services and the reasonableness of our fees. If we don't hear from you regarding any questions or issues regarding an invoice within 30 days of an invoice date we will consider that the services and fees charged in the invoice for those services are acceptable to you.

In most circumstances, Mintz will render bills at least monthly and each invoice is due and payable upon client receipt of that invoice. In the event that Mintz does not receive full payment on an invoice within 30 days of the invoice date, payment on that invoice will be delinquent and further services may be withheld at the discretion of Mintz until overdue bills are paid or resolved, at which time the Firm also may request security for payment of future bills and condition the rendering of additional services upon receipt of that security and prompt payment going forward. Any discount agreement will not apply to bills not paid timely as agreed. Mintz also will have the option to terminate an engagement upon reasonable notice if you don't pay

MINTZFebruary 6, 2020
Page 8

invoices promptly and in accordance with the terms of the Engagement Documents. The Mintz Finance Department is generally charged with overseeing the status of our receivables, and Business Office personnel may contact clients directly about unpaid bills. Interest will be charged at the rate of 1% per month on delinquent payments (or such lesser rate as required by law), and the client will be responsible for all costs of collection (including attorneys' fees whether or not such services are rendered by Mintz attorneys) as may be allowed by law. Should you ever have any questions about an invoice please contact your Mintz engagement attorney promptly to discuss those questions.

If Mintz is required to respond to a subpoena seeking production of Mintz records relating to services that Mintz performed for the client, or if Mintz is required to testify by deposition or otherwise concerning such services, Mintz will consult with you as to whether you wish Mintz to supply the information requested or assert the attorney-client privilege to the extent available under applicable law. To the extent permitted under applicable ethical guidelines, you agree to pay the Firm for hourly time charges and expenses incurred in responding to such demands and in providing advice, if Mintz is able to do so, regarding a response to such subpoenas without regard to whether or not Mintz continued to represent you when the subpoena was delivered. Such charges may include, without limitation, the time and expense incurred in searching for documents and for photocopying costs, reviewing documents, making objections, appearing at hearings and depositions and otherwise responding to issues raised by such document requests or testimony.

2. Expenses.

In addition to fees for attorney and other professional legal services, our invoices include charges for expenses incurred and other services rendered. The items for which Mintz makes separate charges necessary for your representation include, without limitation, photocopying, scanning and other electronic processes, printing of word processing documents (including documents received by email), conference calls, messenger and other delivery services, postage, travel-related expenses (*e.g.*, airfare and other transportation charges, mileage, lodging, etc.), food service, secretarial overtime (on weekdays before 9:00 a.m. and after 5:00 p.m., and at all times on weekends) and document preparation and binding.

The charge for photocopying and printing of word processing documents is fifteen cents per page (with additional charges for color and other special copying projects). The charge for overtime secretarial service currently is forty-five dollars per hour. Charges for non-legal staff services such as on-site document binding are priced to approximate the cost that would be incurred if outside services were used. For preparation of documents requiring desktop publishing techniques and for client-specific data base development, pricing arrangements will be established.

We make separate charges for the use of Lexis, Westlaw and other computerized commercial research database systems that provide enhanced access to a wide range of available

MINTZ

February 6, 2020

Page 9



resources and information. When applicable, we also charge for costs incurred for such items as filing fees, service of process, stenographers, transcripts, witness fees, experts, title examinations and other professional services and similar items.

An engagement may make it appropriate to hire third-party service providers on behalf of clients. These services may include consulting or testifying experts, investigators, electronic litigation support (including the creation of appropriate databases), stenographers and others. With respect to costs incurred to third parties, our bills reflect the actual charge made by the third party. Although Mintz may assist with retaining service providers as may be necessary for your representation, we often request that the supplier of the goods or services bill the client directly. Exceptions to these direct billing arrangements may be made for reasons of client confidentiality, urgency or other reasons approved by the responsible attorney, and the client shall be responsible for paying all fees, charges and expenses directly to those service providers even though the bills for those services may be directed initially by the provider to Mintz. In these cases, it is the Firm's policy to require direct payment by the client or immediate reimbursement from clients out of the normal billing cycle.

The Firm may ask you to provide funds in advance of any necessary disbursement. Should Mintz choose to advance those charges as a matter of convenience, you will be responsible for reimbursing the Firm promptly for that payment after being billed for or informed of the charges.

MINTZ

February 6, 2020
Page 10



**Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.
Wire Transfer Instructions**

Account Information for the Payment of Invoices

Bank Name: [REDACTED]
Bank Address: [REDACTED]
ABA: [REDACTED]
SWIFT Code: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
Reference: [REDACTED]

For Automated Clearing House (ACH) transfers use ABA number [REDACTED]

Contact Address: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Account Information for Client IOLTA Funds - Non Interest Bearing

(Some Initial Engagement Payments, Retainers or Client Funds)

Bank Name: [REDACTED]
Bank Address: [REDACTED]
ABA: [REDACTED]
SWIFT Code: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
Reference: [REDACTED]

Questions regarding our account may be directed to George Cotton, at (617) 542-6000, ext. 504842. Our tax identification number is 04-2718459.

Banking information has been redacted.