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

U.S. Department of Justice
Washington, DC 20530

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

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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
Hogan Lovells US LLP

2. Registration Number
2244

3. Primary Address of Registrant
555 Thirteenth Street, NW
Washington, DC 20004

4. Name of Foreign Principal
Georgian Dream Party

5. Address of Foreign Principal
#3,Erekle 2nd Square
Tbilisi,Georgia

6. Country/Region Represented
Georgia

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

- ☐ Government of a foreign country [1]
- ☒ 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
N/A

b) Name and title of official with whom registrant engages
N/A

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.

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

a) Name and title of official with whom registrant engages

Irakli Kobakhidze,Executive Secretary,
Georgian Dream Party

b) Aim, mission or objective of engagement

The registrant has been retained by the foreign principal to assist with strengthening the U.S.-Georgia bilateral relationship. See Exhibit B for more details about the contemplated activities.

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.

N/A

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).

N/A

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.

N/A

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
February 07, 2020	Adam Fridman	/s/ Adam Fridman eSigned

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OMB No. 1124-0004; Expires May 31, 2020

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	2. Registration Number
Hogan Lovells US LLP	2244

3. Name of Foreign Principal

Georgian Dream Party

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? 01/30/2020

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

The registrant has been retained by the foreign principal to render advice and representation relating to strengthening the political, economic, and social aspects of the U.S.-Georgia bilateral relationship. To this end, the registrant will provide legal analysis, counsel and strategy development to the foreign principal. The registrant will also engage in public advocacy before officials of the Legislative and Executive branches of the U.S. Government affecting the interests of the Georgian Dream Party and the Government of Georgia. The registrant will be collaborating with and may be receiving guidance from elected Georgian officials, including Members of Parliament, but will be acting at the direction and control of the political party itself, Georgian Dream.

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

See item 8 above.

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 or dissemination of informational materials.

As noted in Question 8, the registrant will engage in public advocacy before officials and staff of the Legislative and Executive branches of the U.S. Government as it relates to the interests of the Georgian Dream Party and the Government of Georgia. The registrant will be collaborating with and may be receiving guidance from Georgian elected officials, including Members of Parliament, but will be acting at the direction and control of the political party itself, Georgian Dream.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

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 register[3] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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

Total

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

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

Date	To Whom	Purpose	Amount

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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
February 07, 2020	Adam Fridman	/s/ Adam Fridman eSigned

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Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
T +1 202 637 5600
F +1 202 637 5910
www.hoganlovells.com

January 21, 2020

Chairman Bidzina Ivanishvili
Georgian Dream Party
#3, Erekle 2nd Square
Tbilisi, Georgia

Dear Chairman Ivanishvili,

We are pleased that the Georgian Dream Party has engaged Hogan Lovells US LLP (the Firm) to represent it in working to strengthen the US-Georgia strategic relationship.

The Firm has been retained by Georgian Dream to render advice and representation relating to strengthening the U.S. - Georgia bilateral political, economic and social relationship. The Firm will render advice on matters involving bilateral relations between the United States and Georgia, including legal analysis, counsel and strategy development, as well as public advocacy before officials and staff of the legislative and executive branches of the U.S. government regarding public regulatory and public policy activities affecting the interests of Georgian Dream and the Government of Georgia. The Firm will be collaborating with and may be receiving guidance from Georgian elected officials, but will be acting solely at the direction and control of the political party itself, Georgian Dream.

The Firm will be paid a monthly retainer of $75,000 a month, commencing February 1, 2020 and ending January 31, 2021. Either party retains the right withdraw from this representation within 21 days of having provided written notice of said withdrawal.

This letter and the attached General Terms of Representation describe our retention, as required by applicable Rules of Professional Conduct. We will e-mail our monthly statements to in a PDF file unless the Company asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the organization. Please sign and return this letter to us at your earliest convenience.

Hogan Lovells US LLP is a limited liability partnership reg stered in the District of Columb a "H gan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in Al cante Amsterdam Baltimore Beijing Birmingham Boston Brussels Colorado Springs Denver Duba Dusseldorf Frankfurt Hamburg Hanoi Ho Ch Minh City Hong Kong Houston Johannesburg London Los Angeles Luxembourg Madrid Mexico C ty Miam Milan Minneapolis Monterrey Moscow Munich New York Northern Virgin a Paris Perth Philadelphia Rome San Francisco São Paulo Shangha Silicon Valley Singapore Sydney Tokyo Warsaw Washington D.C. Associated Offices Budapest Jakarta Riyadh Shanghai FTZ Ulaanbaatar Zagreb Business Service Centers: Johannesburg Louisville Legal Services Center Berlin. For more informat n see www hoganlovells com

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Si cer~~l~~y,

S [illegible] e

Senior Counsel
norm.coleman@hoganlovells.com
D 202-637-5440

Enclosures

AGREED AND APPROVED

Georgian Dream Party

By _____

Name IRAKLI KOBAKHIDZE

Title EXECUTIVE SECRETARY OF GD

Date 30.01.2020

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GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter of January 21, 2020 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

We expect Senator Norm Coleman, Ivan Zapien and Aaron Cutler to work on this matter, with the assistance of others as may be appropriate. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, or responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When individuals are acting in their official capacities with respect to an entity, such communications are subject to the attorney-client privilege, but the privilege belongs to and can be waived by the entity rather than by the individuals.

4. Basis of the Firm's Charges

We will provide our services for a twelve month period, starting February 1, 2020, for $75,000 per month.

5. Retainer

We will require a retainer for the 1st quarter (February through April 2020) of $225,00 to be paid upfront at the commencement of work under this agreement.

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6. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the Company's policies which are relevant to our work.

7. Payment of Fees and Other Charges

We will bill you monthly for legal services and other charges (listed on the attached schedule). Payment will be due within 30 days of the date of our statement. If bills are not paid within 60 days of the date of the statement, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

Our representation will be deemed concluded at the time that we have rendered our final bill for services on this and any other matter undertaken for you.

8. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

a) You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings

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or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;

ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;

iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;

iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;

v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and

vi. Litigation matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then shall have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

b) In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients comprise different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) We take very seriously our obligation to maintain the confidentiality of information we receive from our clients. This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive authorization, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

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e) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

f) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.

9. Specific Limitations on Client Identification

As we have discussed, Hogan Lovells has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by Hogan Lovells for other clients, the scope of its representation is such that agencies of the Government of Georgia ("Georgia") as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and those agencies of Georgia because the work we have been asked to perform for Georgian Dream is not related to any of our current representations. We also expect to represent clients in future matters under circumstances in which Georgian Dream and Georgia agencies may be adverse parties.

To ensure that our work for Georgian Dream does not adversely affect Hogan Lovells' ability to continue to represent other clients on current or future matters where their interests may be adverse to Georgia or any agencies of Georgia, including litigation against or other adversities to Georgia or any of its agencies, Georgian Dream agrees that (1) Georgian Dream is our client for the specific matters on which it engages us, and Hogan Lovells shall not be deemed to represent Georgia or any other agency thereof with respect to such matters, and (2) the work we perform for Georgian Dream in this matter will not disqualify Hogan Lovells from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of Georgia or any agencies thereof are or may be adverse to the interests of our client (so long as those other current or future matters are not substantially related to the work performed for Georgian Dream in this matter.

10. In-House Attorney-Client Privilege

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter. Any such

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communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We will bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement

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between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

14. Arbitration of Disputes

The parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial as well as the extensive discovery rights and strict evidentiary rules typically permitted in judicial proceedings. While arbitration might result in cost and time savings, the parties recognize that they will be waiving their right to a judicial appeal. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules shall govern the arbitration, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

15. Data Privacy and Security

We understand that security of data relating to our representation of you is critically important to our clients. The Firm has been ISO 27001 certified since January 11, 2013.

16. Hogan Lovells

a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on http://www.hoganlovells.com.

b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work

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performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word "partner" is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see http://www.hoganlovells.com.

17. Application of These Terms

The Transmittal Letter, this statement of General Terms of Representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Client companies sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions. If you want the Firm to follow any such guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the Company and the Firm.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

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STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges, food services, and all third-party charges. We may pay certain costs using credit cards that provide rewards or rebates, and we may receive other payment discounts, which are not reflected on our bills.

Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying at $.20/page for black and white copies and $.60/page for color copies;
- fees incurred to store, cull, process, produce or otherwise handle electronic data that you choose to maintain in our litigation support managed services platforms per the rate card below: These fees may not be discounted or reduced

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Rate Statement
MM/YYYY Services

Clien

Data Manipulation	Description	Details	Rate
Relativi Stora e - Active Data	Relativit Review Database Data Stora e	Monthl - Per GB	$7.50
Relativi Stora e - NearLine Data	Relativi Database Storage - Offline Storage for Inactive D	Monthl - Per GB	$2.50
eDiscove Data Pre-Cullin	Dedu lication, Date Restriction, Ke Term Filters	Case S ecific - Per GB	$35.00
eDiscove Data Processin	Native File Processin to Relativi Database	Case S ecific - Per GB	$150.00
eDiscove Data Productions	Create TIFF, Endorse & Produce	Case S ecific - Per GB	$250.00
Relativi Anal ics	Near DeDu lication and Email Threadin	No Char e	$0.00
Relativi User Licenses	Relativit User Licenses - Non-HL Users Only	Monthly - Per User	$75.00
Collections and Forensics	Data Collection & Forensic Anal sis	Case S ecific - Per Hour	$275.00-350.00
Shi ing & Media Costs	Shi ing & Physical Media	Case S ecific	at cost
		SUB-TOTAL	

Support	Description	Details	Rate
Consultin Time	eDiscove Guidelines and TAR Consulting Services	Case S ecific - Per Hour	$275.00
Pro ect Mana er Time	Oversi ht and Guidance of Pro ect Re uests	Case S ecific - Per Hour	$200.00
Liti ation Anal st Time	Execution of S ecific Pro ect Re uests	Case S ecific - Per Hour	$150.00
Data Archiving	Permanent Archivin	Hou l with a Ca at $3 000	$125.00
Data Deletion and / or Destruction	Data Deletion and / or Destruction	Cas S ecific - U on Written Re uest - No Charge	$0.00
		SUB-TOTAL	
		GRAND TOTAL	

NOTES:
1) Rates are effective January 1, 2018 and will be periodically reviewed and updated.
2) Rates do not include hourly billing charges for HL Litigation Support Personnel.
3) Additional fees will be charged for case specific services (e.g password cracking machine translation, audio transcription, etc.).

- word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office);
- secretarial overtime resulting from unusually time-sensitive or other special requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at $30/hour.

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