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OMB No. 1124-0003; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 .75 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
Sidley Austin LLP	3731

3. This amendment is filed to accomplish the following indicated purpose(es):

- ☐ To give notice of change in information as required by Section 2(b) of the Act.
- ☒ To correct a deficiency in
  - ☐ Initial Statement
  - ☐ Supplemental Statement for the 6 month period ending _____
  - ☒ Other purpose *(specify)* Exhibit B - State Bank of Vietnam
- ☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

1. Copy of engagement Letter with State Bank of Vietnam
2. Confirmation of submission of short-form statements for individuals representing foreign principal (Andrew Shoyer; Michael Borden)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

Registrant initially submitted a redacted version of the engagement letter with the State Bank of Vietnam. In the revised version, only hourly rates and other billing details are redacted.

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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 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[1]	
November 03, 2021	Joseph B. Tompkins, Jr.	/s/ Joseph B. Tompkins, Jr.	eSigned

[1] This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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SIDLEY

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AMERICA • ASIA PACIFIC • EUROPE

April 21, 2021

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Embassy of the Socialist Republic of Vietnam
1233 20th St NW, Suite 400
Washington, DC 20036

Attention: Mdm. Hoang Thi Thanh Nga
Minister Counselor, Deputy Chief of Mission

Ladies and Gentlemen:

Introduction. Sidley Austin LLP ("Sidley" or "we") appreciates the opportunity to serve as your counsel. This letter, including its Attachment entitled "Additional Terms and Conditions," explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me. This letter will become effective on the date of signature.

Client. The client in the matter described below will be the State Bank of Vietnam (the "Client" or "you"). The State Bank of Vietnam authorizes the Embassy of the Socialist Republic of Vietnam in the United States of America to sign this letter. Unless we otherwise agree in writing, the Client will not include any of its or your subsidiaries or affiliates, or any of your or their respective shareholders, directors, officers or employees. Thus, our representation of you will not give rise to any conflict of interest if our representation of any other Sidley client is adverse to your parent entity, any of your subsidiaries or affiliates or any of your or their respective shareholders, directors, officers or employees.

Matter; Scope. Our representation of you will be limited to representation before the Office of the U.S. Trade Representative ("USTR"), the U.S. Department of Treasury, and the U.S. Department of Commerce, and to assist the Client as described in the attached Terms of Reference, in the investigation pursuant to Section 301 of the Trade Act of 1974, as amended, of Vietnam's currency practices (the "Matter") within 6 months from the signing of this letter. We would be pleased to consider expanding the scope of this Matter, or representing you in other matters; however, we must first confirm any such expansion or other representation in writing. If we take on additional matters, each will be governed by this letter unless otherwise agreed.

Fees and Expenses. Our fees for the Matter will be [redacted] based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matter, [redacted] Our billing rates for attorneys in our United States offices currently range [redacted]

Sidley Austin (DC) LLP is a Delaware limited liability partnership doing business as Sidley Austin LLP and practicing in affiliation with other Sidley Austin partnerships.

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[redacted] Our billing rates for paralegals in those offices currently range[redacted] The core team advising the Client in this Matter would include: partners Michael Borden[redacted] James Mendenhall[redacted] former Congressman Peter Roskam[redacted], Andrew Shoyer[redacted], and Eric Solovy[redacted]; associates Justin Becker[redacted] and Alexandra Maurer[redacted]; Managing Economist Simon Schropp[redacted] and Senior Economist Kornel Mahlstein[redacted]; and project assistant Kate Bartoli[redacted]. Our billing rates are reviewed annually and may be changed effective January 1 of each year.

We will deliver our work product as described in the attached Terms of Reference. We are committed to serving you with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile, document processing, search and filing fees and internal litigation and practice support services. The out of pocket expense will not exceed 1% of the total value of the contract. Our website, which can be accessed at http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/, includes detailed information about our expense recovery policies and procedures, which are an integral part of this letter. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers.

We want our clients to be satisfied with the quality and reasonableness of our services. Our usual practice is to bill monthly, and we expect payment within 90 days following your receipt of our invoice. In light of the fixed fee arrangement, we will invoice you for fees (plus any expenses) upon completion of each report. Subject to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation if satisfactory arrangements are not made for the payment of amounts outstanding in excess of 90 days and we do not receive satisfactory assurance of the payment of amounts that will become due in the future. All reports need to be approved by the team leader in charge and are deemed completed upon written confirmation by the Client.

Conflicts. This letter does not create an exclusive relationship; you are free to retain other counsel of your choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation, including clients that may be indebted to, or are creditors of you or one or more of your affiliates. In particular, Sidley has longstanding relationships with many clients engaged in, among other industries, financial services, media content creation and services, and telecommunications services. Sidley has represented, and may be currently representing, one or more of these clients in connection with many aspects of their businesses including, without limitation, international trade and investment matters involving Vietnam, such as electronic payment service providers, media content creators and service providers, and telecommunications service providers in connection with Vietnam's regulation of such services and related matters under trade agreements, and Vietnamese timber exporters and U.S. timber

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importers in the U.S. Section 301 investigation of Vietnam's timber practices. As a result, without advance conflicts waivers from Sidley clients, conflicts of interest could arise that could deprive either you or other Sidley clients of the right to select Sidley as counsel.

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

Because we have many lawyers and Other Clients, one or more of our lawyers may have business, financial, professional or personal relationships with or responsibility (other than an attorney-client relationship) to a party or witness in the matter. We are not aware of any such relationship that might present a material limitation on our work, though we have not inquired of each lawyer in the firm beyond those whom we expect to work on the matter. In the event we learn a firm lawyer has a relationship with a party or witness in the matter that might present a material limitation, we either will promptly screen that lawyer from the matter or request your informed consent for that lawyer to work on the matter.

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

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Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our completion of the Matter; (ii) a decision by you not to proceed with the Matter; and (iii) our sending a final statement for services rendered in the Matter**.** We will secure your explicit written approval before beginning our work on any report described in the Terms of Reference. After you have given your approval, you agree to pay for the work we perform. If you decide to terminate before any report that you had approved has been completed, you will only be responsible for paying our fees incurred on that report up to the date of termination.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (effective November 1, 2007), except as they may be modified herein or by our mutual agreement. The arbitration shall take place in Washington, DC, or in another location agreed to by you and us. In addition, we both consent to the jurisdiction of the federal or state courts in the location where the arbitration is conducted over any judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*., and judgment may be entered by any court having jurisdiction over the award or the relevant party or its assets.

The arbitration shall be conducted by one arbitrator, who shall be selected by our mutual agreement or by the CPR if you and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of us will be responsible for paying the costs of the arbitration in accordance with CPR rules. Each of us agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of us beyond the tribunal, the parties and their counsel and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that each of us agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to

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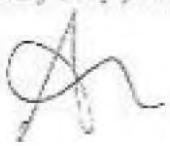
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consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery and appeal rights, and have made your own decision about whether to do so.

* * *

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

Very truly yours,



Attachment: Additional Terms and Conditions
Terms of Reference

Acknowledged and Agreed

By: _____ 04/21/2021

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Additional Terms and Conditions

This is an attachment to, and integral part of, the letter dated April 21, 2021, with the State Bank of Vietnam.

Limitations on the Scope of the Matter. Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising you on insurance coverage issues; Sidley will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the Matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

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

Conflicts Relating to Restructuring and Insolvencies. Sidley's representation of an entity in financial distress may involve adversity to that entity's numerous creditors, equity interest holders, or other parties in interest (including Client). Accordingly, you agree that in a matter for another Sidley client which involves the bankruptcy or financial restructuring of such other client, we may represent such other client adversely to you provided the matter involved is not substantially related to our representation of you.

Confidentiality and Document Retention. When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. Such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal Sidley work product (such as drafts, notes, and internal memoranda and emails). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Sidley will retain the file in accordance with its records management policy and procedures, and documents may be destroyed after Sidley's applicable records retention periods have expired.

Responses to Subpoenas and Similar Requests. If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client to determine whether the Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so.

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Responses to Audit Inquiries. We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. . A written request by or on behalf of you that we provide information to an auditor will constitute your consent that we disclose the requested information on your behalf.

Privacy, Data Protection and Confidentiality. Our policies with respect to privacy, data protection and information security can be accessed on our website at https://www.sidley.com/en/sidley-pages/privacy-policy. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients. Except with the prior written consent of the Client, we will not at any time communicate to any person or entity any confidential information acquired in the course of the Matter, nor l make public the recommendations formulated in the course of, or as a result of, the Matter.

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

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

Laws Covered. Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law,

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state law in states in which we have offices and, as applicable, the Delaware Revised Uniform Partnership and Limited Partnership Acts, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

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

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley's professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However, Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

Governing Law and Choice of Forum. This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of the District of Columbia. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, that is not subject to arbitration shall only be brought in the state or federal courts in such State, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

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

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

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