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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
Amsterdam & Partners LLP

2. Registration Number
6325

3. Primary Address of Registrant
1054 31st St NW, Suite 110, Washington, DC 20007

4. Name of Foreign Principal
Reinaldo Munoz Pedroza, Attorney General, Bolivarian Republic of Venezuela

5. Address of Foreign Principal
Caracas, Venezuela

6. Country/Region Represented
Bolivarian Republic of Venezuela

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

- [x] 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
Bolivarian Republic of Venezuela

b) Name and title of official with whom registrant engages
Reinaldo Munoz Pedroza, Attorney General, Bolivarian Republic of Venezuela

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.

Received by NSD/FARA Registration Unit 03/20/2020 10:40:28 PM

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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

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.

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).

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.

Received by NSD/FARA Registration Unit 03/20/2020 10:40:28 PM

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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
March 20, 2020	Robert Amsterdam	/s/ Robert Amsterdam 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
Amsterdam & Partners LLP	6325

3. Name of Foreign Principal

Reinaldo Munoz Pedroza, Attorney General, Bolivarian Republic of Venezuela

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? February 28,2020

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

Provide advice with respect to sanctions imposed on the Bolivarian Republic of Venezuela by the US Department of Treasury Office of Foreign Assets Control (OFAC) and develop and implement a strategy to persuade OFAC to mitigate or remove sanctions, including discussions with relevant OFAC officials or other Treasury officials.

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

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

Provide advice with respect to sanctions imposed on the Bolivarian Republic of Venezuela by the US Department of Treasury Office of Foreign Assets Control (OFAC) and develop and implement a strategy to persuade OFAC to mitigate or remove sanctions, including discussions with relevant OFAC officials or other Treasury officials.

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.

Provide advice with respect to sanctions imposed on the Bolivarian Republic of Venezuela by the US Department of Treasury Office of Foreign Assets Control (OFAC) and develop and implement a strategy to persuade OFAC to mitigate or remove sanctions, including discussions with relevant OFAC officials or other Treasury officials.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

12. During the period beginning 60 days prior to the obligation to register[3] for 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
2/5/2020	Reinaldo Munoz Pedroza, Attorney General, Bolivarian Republic of Venezuela through Foley Lardner LLP escrow account	First Installment of engagement fee	$1,049,848.88

Total

13. During the period beginning 60 days prior to the obligation to register[4] for 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.

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

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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
March 20, 2020	Robert Amsterdam	/s/ Robert Amsterdam eSigned

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

AMSTERDAM & PARTNERS LLP
LONDON WASHINGTON

1054 31ST STREET, N.W.
SUITE 110
WASHINGTON, DC 20007

WRITER'S CONTACT:
A.DURKOVIC@AMSTERDAMANDPARTNERS.COM
+1-202-669-2974

27 February 2020

Hon. Reinaldo Muñoz Pedroza
Attorney General
Bolivarian Republic of Venezuela
Caracas, Venezuela

Re: Engagement Letter Agreement

Dear Attorney General Muñoz Pedroza:

Thank you for selecting Amsterdam & Partners LLP, a District of Columbia Limited Liability Partnership (the "Firm") represent you. The purpose of this Engagement Letter Agreement ("Agreement"), is to ensure that we have a clear understanding of our working relationship going forward. Please do not hesitate to contact us now or at any point during the course of the representation should you have any questions, comments or concerns.

Scope and Terms of this Engagement.

The parties acknowledge and agree that the Firm's representation of you commenced concurrently with the execution of that certain engagement agreement dated 31 January 2020, and that while this Agreement supersedes that original agreement in its entirety, our representation of you has been continual and uninterrupted. The purpose of this Agreement is to set forth clearly the scope and terms (as amended herein) of the engagement of Amsterdam & Associates with respect to our representation of you personally and in your capacity as Attorney General of the Bolivarian Republic of Venezuela, which is itself a sanctioned entity in the United States, in connection with the sanctions program imposed by the United States Department of Treasury Office of Foreign Assets Control ("OFAC") pursuant to 31 C.F.R. §591.506(a) and by the Government of Canada pursuant to the Special Economic Measures (Venezuela) Regulations made under the Special Economic Measures Act. As we have explained to you, our representation at this juncture will be limited to advice with respect to the scope and effect of such sanctions and an investigation into the bases for the sanctions as well as developing and implementing a strategy to persuade OFAC to mitigate or remove sanctions. The period of the engagement shall be from 31 January 2020 through December 31, 2020 (the "Services Period"). To the extent that our remit is broadened, we will need to address some of the registration issues referenced below.

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

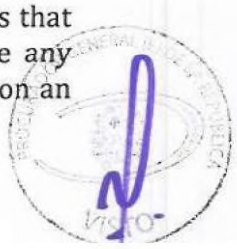
Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

You are not personally a sanctioned person in the United States (although you are in Canada), but we understand that you as Attorney General are required to understand and advise other entities and individuals, including the Bolivarian Republic of Venezuela, who are or may be sanctioned in the future with respect to their conduct and remedies under United States or Canadian law, and to advocate on your behalf as well as potentially on behalf of the Bolivarian Republic and potentially others to the relevant authorities and if necessary to take action in the U.S. and Canadian courts with respect to such actions. To the extent that we are advocating on behalf of other persons or entities, we will address the potential regulatory and disclosure impacts in a separate writing.

It is our view that the limited representation described above, which addresses the scope and effect of the sanctions generally, will not require a specific license, but will require us to file this letter with OFAC and inform OFAC (and possibly Canadian law enforcement entities) of all payments. For the work described above, we can be paid by the Bolivarian Republic of Venezuela directly or by any persons outside the U.S. who are not also sanctioned persons. We will also need to supplement this letter with an attachment listing all specific entities and individuals who are the beneficiaries or recipients of advice or otherwise beneficiaries of this representation. To the extent that our representation requires activity beyond this remit, we may be required to obtain an OFAC license, and/or to file under the Foreign Agents Registration Act and/or the Lobbying Disclosure Act and obtain a permit from the Minister of Foreign Affairs of Canada pursuant to the Special Economic Measures (Venezuela) Permit Authorization Order. We may file under the Foreign Agents Registration Act in any event so there is no ambiguity or confusion or unanticipated meetings that arguably could come within its remit.

Specifically, the Firm will: (i) conduct a review of your files, publicly available documents, and/or interviews necessary to advise you on the requirements of and compliance with law of the United States and Canada, including your interactions with persons subject to the various economic sanctions that OFAC and other U.S. Government authorities have imposed or may impose against the Bolivarian Republic of Venezuela (the "Republic") and related parties; (ii) advising you regarding the scope and nature of OFAC and other U.S. Government sanctions that are or may be imposed against the Republic and related parties; (iii) develop a strategy to approach OFAC in support of delisting parties subject to U.S. economic sanction due to their connections to the Republic; and (iv) representing you in initial discussions with relevant officials at OFAC or other U.S. Treasury officials directly involved in imposition of sanctions against the Republic or other persons or entities that we are retained to represent as outlined above regarding economic sanctions against the Republic and certain related parties (the "Covered Services"). We are not being retained for any other purpose, and for the avoidance of doubt, any work to be done for you after the Services Period and/or outside the scope of services described in this Agreement will be agreed to in a subsequent engagement letter.

The Firm will provide to you, in advance, drafts of any submissions or documents that have to be filed and will advise you of the time by which it needs to receive any comments you have. You recognize that some filings may need to be made on an



Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

emergency or time-sensitive basis and that as a result, advance review may not be possible. You may have a representative present to work with the Firm on any such submissions. You will receive written progress reports on the status of work related with this engagement letter within the first fifteen business days of each month.

Conflicts of Interest.

We have reviewed our records in accordance with our customary procedures to prevent conflicts of interest and, on the basis of such review, we are not aware of any other representation which would conflict with or preclude us from undertaking this engagement or adversely affect our ability to render the Covered Services.

This Agreement shall not prevent the Firm 's unrestricted professional exercise in any matter or branch of law in judicial and extrajudicial matters; including the right of the Firm, its attorneys, partners or associates, to be able to be in charge jointly or separately, in association with other persons, of trials or causes that imply the existence of interests opposed to the Bolivarian Republic of Venezuela or other bodies or entities of the public sector, provided that it refers to matters other than those referred to in this Contract. For the avoidance of doubt, you will not seek a declaration of conflict or disqualification from the Firm and/or its affiliates regarding or involving matters other than those referred to in this Contract.

Fees/Expenses/Retainer

The parties acknowledge and agree that the Firm will forego hourly billing and that you will instead pay the Firm a flat fee of $4,049,848.88, payable in four installments, on the following schedule, each payment of which shall be deemed earned by the Firm immediately upon receipt: (1) $1,049,848.88 on 31 January 2020; (2) $1,000,000 on 1 March 2020; (3) $1,000,000 on 1 April 2020; and (4) $1,000,000 on 1 May 2020. This flat fee represents the firm's legal fees, ordinary expenses, and any expenses of any third parties providing services in support of our representation. We note that we would be required to disclose any such payments to third parties to OFAC. Please note that our engagement responsibilities will commence only upon the receipt of the first payment described above. All payments to the Firm should be made using the wire instructions attached as Annex A.

As part of this engagement, the Firm may employ the services of certain professionals, para-professionals, accountants, government affairs or other consultants, investigators, and other appropriate and necessary third-parties to assist in providing the Covered Services. To the extent that any such work requires an OFAC license, such license will be obtained prior to the engagement of such personnel, or as otherwise required. To that end, the Firm may contract with those other professionals for related services that are ordinarily incident to the provision of those legal services, or other services that are ordinarily incident to the provision of legal services authorized pursuant to Section 591.506(a). The Firm will pay for such services out of the aforementioned flat fee disbursement, and you will not be obligated to make any additional payment for such services. As we have discussed

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

and as you have been advised, this engagement will require extensive, full time effort during the period of this engagement and we will need to be on call at all times to address your questions and concerns as well as to meet at your request. The work will be complex, high profile, high pressure and extensive. The flat fee is agreed to be reasonable for the work contemplated over the period of the engagement and is agreed to be the property of the firm when paid. However, it is further agreed that to the extent that you terminate our services as set forth below, any unearned portions of the fee based upon work that must be completed pursuant to the terms of the engagement and the period of the engagement will be returned to you.

Under any circumstances, in addition to the terms set forth below under the "Termination" section which explains that either you or the Firm may terminate this engagement for any reasons consistent with the rules of professional responsibility, you specifically agree that we may withdraw from representing you in this matter at our discretion if you fail to make any of the payments set out in this Agreement, or otherwise to cooperate in our efforts to represent your interests.

All amounts in this Agreement are stated to be exclusive of VAT and other sales of indirect taxes, which may be due on any invoice. If any such taxes are payable on the payments under this Agreement, then the payor shall be responsible for the payment of VAT and other sales or indirect taxes.

The Firm shall be responsible for the payment of the pertinent income and other business taxes in those places in which it has an obligation to pay taxes, according to corresponding law.

You have asked the Firm to accept payment from a third party for the Covered Services performed under this Agreement. The Firm will accept such payment, and you agree that you are expressly waiving any conflict or claim against the Firm related to the payment of your legal fees and costs by this third party. Such third party payment must be from outside the U.S. and cannot be made by a Specially Designated National other than the Republic, on behalf of whom you act as Chief Legal Officer.

Termination

You may terminate this engagement, and the Firm may terminate this engagement, at any time for any reason by written notice, subject on our part to the applicable rules of professional responsibility. Unless previously terminated, this engagement will terminate at the end of the Service Period on December 31, 2020.

You have the right to terminate this Agreement in case of negligence of the Firm committed during the execution of this Agreement. However, in the event of an early unilateral termination the obligations of payment or of actions actually incurred until that date will remain in force and pending. Payments for work required to be done subsequent to termination in our possession will be returned.

In the case of any such early termination of this Agreement at the request of either party,



Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

the Firm shall take all necessary measures to protect your interests and in the event of your unilateral termination, you remain obligated to undertake the necessary measures to relieve the Firm of any obligation to continue rendering the Covered Services.

Confidentiality

The terms of this engagement letter are confidential and will not, except as required by law, be disclosed by you or the Firm to any third party without the consent of the other. Where the fact of the Firm's representation of you is a matter of public record, we agree that you or the Firm shall be permitted to inform third parties of the representation.

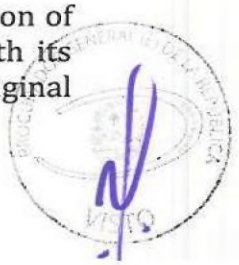
The Firm shall maintain absolute confidentiality regarding the works, queries, reports or other documents or activities that are acquired in connection with and/or during the course of providing the Covered Services, as well as any information or documentation obtained from other law firms or persons or entities that represent you or your interests. The documentation and privileged information obtained with relation to this contract must be used by the Firm solely for the purposes of the provision of the Covered Services. This includes, without limitation, any information, documentation, opinion, analysis or report, in original or copy, obtained or received by any means or medium. The Firm may not use for its benefit, share or deliver under any obligation or reason, to public or private persons or entities, the privileged and non-public information or documentation obtained during the performance of this Agreement without your express and written authorization. Third parties who receive from the Firm such information or privileged documentation must commit to the same confidentiality obligations and shall be subject to the same responsibilities as the Firm. For these purposes, such third parties must sign a confidentiality agreement with the Firm acknowledging the confidential nature of the information and an agreement to maintain that confidentiality.

Information, Documentation and File Retention.

You understand and acknowledge that implementation of certain strategies the Firm provides might require a special license or permit. Whether the Firm proceeds to execute those strategies and apply for a special license or permit will be a decision for you. You understand and acknowledge that we may request information to assist us both in applying for special licenses and/or permits and/or for reporting to the relevant regulatory or government authority if necessary. You therefore agree to provide the requested information to the Firm.

You further understand and agree to provide all other information and documentation appropriate and necessary for the delivery of the Covered Services by the Firm and will provide the authorizations that the Firm requires to have the necessary background information for the provision of the Covered Services.

All documents, reports, opinions and other materials relative to the provision of the Covered Services shall be maintained by the Firm in accordance with its standard document retention policies. The Firm is obliged to keep the original



Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

documentation under its protection and at your disposal upon your reasonable request during the Service Period. The Firm is also obliged to forward the documentation to you, upon request, contemplating the time necessary for its preparation and dispatch or within (30) days following the conclusion of the representation, the termination of this Agreement or the resignation of the Firm from your representation. The Firm may, at its discretion, retain copies of any and all documentation and other materials necessary and appropriate to the fulfillment of any professional responsibility, legal or regulatory obligations.

Arbitration and Limits of Liability

All disputes arising out of or in connection with the present engagement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in Paris, France.

Amsterdam and Partners LLP is a limited liability partnership under the laws of the District of Columbia. This means your right to recover damages in a legal malpractice action that may exceed our insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to your claim.

Before you sign this Agreement, you should consider consulting with another lawyer about the advisability and legal consequences of making any agreement containing mandatory arbitration requirements.

Choice of Law

This Agreement and all matters arising out of or relating to this agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to any conflict of laws provisions to the extent such laws, principles or rules would require or permit application of the laws of any jurisdiction other than those of the State of New York.

Amendments.

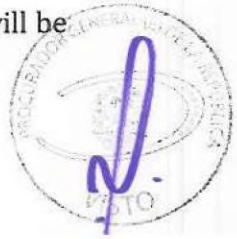
The Parties agree this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

No Third-Party Beneficiaries.

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever

Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.



Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Thank you for selecting the Firm to represent you. To the extent the foregoing does not constitute your full and complete understanding of the terms of your engagement of the Firm and Covered Services to be provided, please notify us immediately prior to signing the Agreement. Otherwise, please confirm your approval and acceptance of this Agreement by returning a signed copy.

Thank you and we look forward to working with you.

Sincerely,

Andrew J. Durkovic
Managing Partner
AMSTERDAM & PARTNERS LLP

ACCEPTED AND AGREED.

Reinaldo Muñóz Pedroza
Attorney General
Bolivarian Republic of Venezuela

Procuraduría General de la República
Procurador General (E)

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM

ANNEX "A"
Amsterdam & Partners LLP
Banking Wire Instructions

Bank Name	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
Beneficiary/Acct Name	Amsterdam & Partners LLP 1054 31st Street, N.W. Suite 110 Washington, DC 20007

Received by NSD/FARA Registration Unit 03/20/2020 10:40:19 PM