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OMB No. 1124-0006; Expires June 30, 2023

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
APCO Worldwide LLC

2. Registration Number
6582

3. Primary Address of Registrant
1299 Pennsylvania Ave NW, Suite 300
Washington, DC 20004

4. Name of Foreign Principal
Ministry of Justice of the Republic of Kazakhstan
(through Herbert Smith Freehills)

5. Address of Foreign Principal
8 Mangilik El Avenue
Nur-Sultan
KAZAKHSTAN 010000

6. Country/Region Represented
Kazakhstan

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)* N/A
- ☐ Individual-State nationality N/A

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Justice

b) Name and title of official with whom registrant engages
Almat Madaliyev, Vice Minister of the Republic of Kazakhstan

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 03/11/2021 11:56:24 AM

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

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

Received by NSD/FARA Registration Unit 03/11/2021 11:56:24 AM

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 11, 2021	Margery Kraus	/s/ Margery Kraus eSigned

Received by NSD/FARA Registration Unit 03/11/2021 11:56:24 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

OMB No. 1124-0004; Expires June 30, 2023

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
APCO Worldwide LLC	6582

3. Name of Foreign Principal

Ministry of Justice of the Republic of Kazakhstan (through Herbert Smith Freehills)

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? March 4, 2021

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

Registrant has contracted with Herbert Smith Freehills to provide strategic communications services within and outside of the United States to assist it and other counsel representing the foreign principal in connection with legal proceedings in the United States and other jurisdictions. A copy of the Registrant's agreement is attached.

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

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

Registrant shall provide a mutually agreed amount of strategic communications services within and outside of the United States in connection with legal proceedings in the United States and other jurisdictions.

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations in connection with legal proceedings in the United States.

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

Yes ☐ No ☒

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

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

N/A

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

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to 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	Recipient	Purpose	Amount
N/A	N/A	N/A	N/A

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 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

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 11, 2021	Margery Kraus	/s/ Margery Kraus eSigned

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

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ENGAGEMENT AGREEMENT
BY AND AMONG
APCO WORLDWIDE GMBH
AND
HERBERT SMITH FREEHILLS LLP

THIS ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of the date of full execution of this Agreement ("Effective Date"), by and among APCO Worldwide GmbH, with offices located at JFK Haus, Rahel-Hirsch-Straße 10, 10557 Berlin, Germany ("APCO"), and Herbert Smith Freehills LLP, acting through its branch office located at Neue Mainzer Straße 75, 60311 Frankfurt am Main, Germany ("Firm"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Firm.

I. SERVICES

Firm is retaining APCO to provide a mutually agreed amount of worldwide strategic communications services to assist it and other counsels representing the Ministry of Justice of the Republic of Kazakhstan, with offices located at 8 Mangilik El Avenue, Nur-Sultan, Kazakhstan 010000 ("Client"), in providing legal services (the "Services") in connection with legal proceedings in various jurisdictions, including without limitation Belgium, England, Italy, Luxembourg, the Netherlands, and the United States. In connection with advancing the Client's legal interests, Firm will seek APCO's expertise, including in relation to media coverage. Firm is not retaining APCO to provide ordinary public relations advice to it or Client.

It is agreed that, should there be any request for performance of scope of work outside of the Services as described above, additional fees will be required. APCO will undertake to advise Firm promptly should any such adjustment be necessary and to negotiate with Firm in good faith to arrive at a mutually acceptable revision to APCO's fees or delivery schedule. APCO shall conduct the Services under the direction of Firm.

II. STAFFING

APCO shall assign staff to assist in the performance of the Services.

Should any of the assigned persons be unable to perform the anticipated services because of his or her departure from APCO or by reason of other incapacity, APCO may substitute another similarly qualified staff member. It is agreed that APCO may, from time to time and in its discretion, augment the above-described staff as needed to perform the Services.

In connection with the Services, APCO may, with the Firm's prior written approval, employ the services of third-party consultants including, without limitation, intellectual property search firms, accountants, vendors, subcontractors, and suppliers (collectively "Subcontractors").

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

III. FEES AND DISBURSEMENTS

APCO shall provide the Services for a fixed fee of $120,000, plus value added or other indirect tax, if applicable, to be paid upon execution of this Agreement and receipt of an invoice.

In addition, APCO shall be reimbursed for actual, reasonable expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Subcontractors, external printing and production, special periodicals or other materials, production of collateral, filing fees, pay-for-use databases and travel. APCO also charges a flat fee of $3,250 for desktop research tools, premium digital and social tools and subscriptions for analyzing audiences, media impressions, stakeholder engagement, public opinion trends, and social media channels through the use of big data and proprietary licensed software. In the event that APCO determines such additional services are necessary and advisable for the services provided hereunder, it shall recommend same to Firm and, if approved, invoice such fee.
APCO shall submit monthly invoices for OOPs after such OOPs have been incurred; provided, however, that if the parties anticipate any single OOP in excess of $5,000 or OOPs in excess of $15,000 in any given month, then such anticipated expenses shall be prepaid.

If any taxes are required to be deducted or withheld from any payments made to APCO hereunder, then the net amount actually received by APCO after such withholding or deduction or tax shall be equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

APCO shall submit all invoices to the Firm. All invoices submitted by APCO shall be due and payable within thirty (30) days of receipt. Firm shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. Either Firm or Client shall give APCO written notice of any dispute within ten (10) days of the Termination Date explaining in reasonable detail the reasons for such dispute. If APCO does not receive written notice of any dispute within such period, then the invoice applicable to services rendered before the Termination Date shall be deemed undisputed.

Should there be a default with respect to any payments due to APCO under this Agreement, APCO reserves the right to suspend some or all Services hereunder until arrangements satisfactory to APCO are received by APCO.

IV. TERM AND TERMINATION

This Agreement will be effective on the Effective Date and will terminate on three months after the Effective Date ("Termination Date"); provided however, that any party

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

will have the right to terminate this Agreement upon the giving of sixty (60) days' prior written notice to the other parties. If Firm terminates the Agreement, APCO shall be compensated in accordance with the terms and provisions of this Agreement, including, without limitation, Section V.A., for its services through the date of termination.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Services. Firm will have the right to modify, cancel, or suspend any and all plans, schedules or work in progress under this Agreement; provided, however, that any modification, cancellation, or suspension of any plans, schedules, work, or work in progress in excess of ten percent of the total professional fees under this Agreement shall require sixty days' prior written notice of such change. In such event, APCO will take proper steps to carry out such instructions. However, in any such case, APCO shall be paid, in accordance with the terms and provisions of this Agreement, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation, or modification.

C. Confidentiality. APCO will use its commercially reasonable best efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by Firm and/or Client and to avoid any dissemination of any such information or materials without explicit prior approval.

APCO will not, without the express written permission of Firm or Client, disclose to any outside party the content or substance of any communications, materials, or information prepared by APCO in connection with this engagement, except as required by law. It is the intent of the parties that all such communications made, and all materials or information exchanged between them during the course of this engagement will be protected from disclosure to any outside party by the attorney-client privilege and the work product doctrine. However, it will be the responsibility of Firm and/or Client to assert such privileges before any court of competent jurisdiction should APCO be requested to disclose such materials or information.

Client and Firm acknowledge that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA.

D. Limitation of Liability. No party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

E. Force Majeure. No party shall be liable to any other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

F. Performance of Third-Party Consultants, Subcontractors and Suppliers. APCO shall endeavour in good faith to guard against any failure of Subcontractors to execute properly their commitments under this Agreement. However, APCO shall not be held liable or responsible for any such failure on the part of such Subcontractors.

G. Governing Law

THIS AGREEMENT SHALL BE GOVERENED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WIT THE LAWS OF ENGLAND AND WALES.

H. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules in effect at the time of arbitration, except as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The seat, or legal place, of the arbitration shall be London, United Kingdom, and it shall be conducted in the English language.

The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment or sequestration before or after judgment.

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

I. Assignment. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other parties.

J. Partial Invalidity. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein.

K. Personal Data. For purposes of this Section L, "EU Personal Data" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO from the Firm or Client and recorded in any form and "Personal Data" is defined as data about an identified or identifiable individual, received by APCO from the Client and recorded in any form. The parties hereby agree that no EU Personal Data is to be transferred or processed by APCO in connection with the Services under this Agreement and APCO shall be indemnified from any loss related thereto or any breach of any of the provisions of this Section L.

L. Notices. All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

M. Counterparts and Execution. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

N. Survival. Section III, Section IV and Section V shall continue notwithstanding the termination or expiration of this Agreement.

O. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the parties concerning the subject matter of this Agreement. It may be changed only by a written agreement signed by the parties. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM

Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE GMBH

Signed: 

By: Robert Ardelt

Title: Managing Director

Date: March 4, 2021

HERBERT SMITH FREEHILLS LLP

Signed: 

By: Patricia Nacimiento

Title: Partner

Date: February 26th 2021

Received by NSD/FARA Registration Unit 03/11/2021 11:56:19 AM