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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
Steptoe & Johnson, LLP	6653

3. Name of Foreign Principal

Department for International Trade, Government of the United Kingdom (through Linklaters LLP)

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? 12/5/2018

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

Please see Attachment to Exh. B.

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

Please see Attachment to Exh. B.

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.

Please see Attachment to Exh. B.

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.

Please see Attachment to Exh. B.

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

Date	Contact	Method	Purpose
			Please see Attachment to Exh. B.

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
	Please see Attachment to Exh. B.		

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.

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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
June 03, 2020	Thomas J Trendl	/s/ Thomas J Trendl eSigned

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Linklaters

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Thomas J. Trendl
Partner, Washington DC
Steptoe and Johnson LLP
1330 Connecticut Avenue NW,
Washington DC, 20036,
United States

5 December 2018

Our Ref L-280568

Dear Thomas

Legal services in preparation for possible future trade negotiations between the UK Government and the United States of America
Engagement Letter

I refer to the advice requested by the Department for International Trade ("**HMG**") in relation to the legal services with the United States of America (the "**Matter**"). We confirm that we have now been appointed by HMG in respect to the Matter.

Under the Panel Agreement between us and HMG dated 19 November 2018 (as appended to this letter as Appendix A) it is acknowledged that HMG has requested that we engage you as an Approved Sub-Contractor in connection with the Ordered Panel Services. I am writing to record the agreed scope and terms of your engagement.

The terms of your engagement as an Approved Sub-Contractor are as set out in this letter and the Panel Agreement. Unless stated to the contrary, capitalised terms defined in the Panel Agreement shall have the same meaning in this letter.

1 Appointment as an Approved Sub-Contractor

1.1 The terms of our Firm's engagement with HMG are set out in the Panel Agreement. The Panel Agreement comprises the Order Form and the Terms and Conditions. You acknowledge and agree to comply with the terms of the Panel Agreement, except where the terms of the Panel Agreement are inconsistent with US law or ethics rules applicable to American lawyers.

1.2 We will treat you as a sub-contractor for the purposes of the Panel Agreement. Your duty of care is to HMG and you agree to enter into a duty of care undertaking for the benefit of HMG. We do not accept any liability for your acts, errors or omissions. You agree that any provision of the Panel

This communication is confidential and may be privileged or otherwise protected by work product immunity.

Linklaters LLP is a limited liability partnership registered in England and Wales with registered number OC326345. It is a law firm authorised and regulated by the Solicitors Regulation Authority. The term partner in relation to Linklaters LLP is used to refer to a member of Linklaters LLP or an employee or consultant of Linklaters LLP or any of its affiliated firms or entities with equivalent standing and qualifications. A list of the names of the members of Linklaters LLP together with a list of those non-members who are designated as partners and their professional qualifications is open to inspection at its registered office, One Silk Street, London EC2Y 8HQ or on www.linklaters.com and such persons are either solicitors, registered foreign lawyers or European lawyers.

Please refer to www.linklaters.com/regulation for important information on Linklaters LLP's regulatory position.

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Agreement seeking to place any obligation, requirement or liability on us in respect of your acts, errors or omissions shall not apply.

2 Scope of the engagement

[REDACTED]

3 Staffing and resources

3.1 We refer you to section 5 (*Personnel*) of the Panel Agreement. You have been specified as an Approved Sub-Contractor for the purposes of the Panel Agreement. You shall not engage any other person in connection with the performance of the Ordered Panel Services except with the prior written consent of HMG and as expressly permitted by the terms of the Panel Agreement.

3.2 I will be the Linklaters Supervising Partner in relation to the Matter, with overall responsibility for managing the Firm's relationship with you. Please feel free to contact me at any time about any aspect of, or concerns relating to, the Matter should the need arise.

4 Fees

Save as specified below, the fee and invoicing arrangements set out in the Panel Agreement shall apply to your services in respect of the Matter and shall be no more than £57,000.

4.1 Charges and invoicing

4.1.1 The Matter is due to complete on 18 February 2019 ("**End Date**"). Unless requested otherwise, you shall submit invoices (denominated in pound sterling) to us in respect of your services and any disbursements incurred in relation to the Matter within five Business Days of the End Date. Each invoice submitted to us shall:

(i) comply with the requirements in respect of invoices as set out in Clause 6 (*Charges and Invoicing*) of the Terms and Conditions to the Panel Agreement;

(ii) be addressed as payable by HMG; and

(iii) contain hourly narratives describing the work undertaken by you in respect of the Ordered Panel Services.

4.1.2 The currency of payment shall be pound sterling. Where your fees are subject to VAT, you shall be required to issue a valid VAT invoice to HMG in respect of those services.

4.1.3 You will be reimbursed in respect of any disbursements on the terms set out in the Panel Agreement.

4.1.4 Notwithstanding the terms of the Panel Agreement, you acknowledge that payment of any invoice issued by you to us shall either be made (at HMG's discretion):

(i) directly by HMG to you; or

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(ii) by us to you once we have received a corresponding payment by HMG in respect of the amounts set out in such invoice.

We shall not in any circumstances be responsible or liable for any delay in payment of any invoice issued by you in respect of the Ordered Panel Services.

5 Confidentiality

Please note that the information in paragraph 4 (*Fees*) is confidential to Linklaters and will remain so for a period of four years from the date of this letter.

6 No liability

You agree that we have no liability to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with your services relating to the Matter.

If you have any questions concerning the above, please do not hesitate to contact me. Otherwise, I would be grateful if you would formally confirm your acceptance of the scope and terms of this engagement by signing and returning the duplicate enclosed or by return email. However, your continuing provision of advice on this Matter will constitute your full acceptance of and agreement to the terms contained herein.

Yours sincerely,

Charlotte L Morgan

Agreed and accepted for and on behalf of **Steptoe and Johnson LLP**

By: _____

Name:
Title:
Date:

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Appendix A – Panel Agreement

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Steptoe & Johnson, LLP

Attachment to Ex. B

June 3, 2020

This Attachment provides information relating to services that Steptoe & Johnson, LLP (Steptoe), provided to its foreign principal, Department for International Trade ("DIT"), Government of the United Kingdom ("UK Government") (through Linklaters LLP) from November 2018 through February 2019.

DIT is the UK Government department responsible, among other things, for negotiating trade agreements with other countries. In late 2018, DIT undertook preliminary work to consider the potential for a trade agreement with the United States, in anticipation of the United Kingdom's potential departure from the European Union ("EU"). This work commenced before the United Kingdom's actual departure from the EU on January 31, 2020, and, before the start of any actual trade negotiations with the United States. The work predominantly consisted of a survey and analysis of existing U.S. law relating to subject matters within the likely scope of a potential bilateral trade agreement if "Brexit" became final. This preliminary work was not construed as registrable under FARA at the time.

Steptoe undertook its engagement with Linklaters as a subcontractor on behalf of DIT in response to a tender for services issued by DIT under its framework "Panel Agreement" which Linklaters included in its FARA registration on February 24, 2020. As required by DIT, Linklaters entered into subcontracts with U.S. law firms, with particular expertise in various subject matter areas often discussed in bilateral trade negotiations. Steptoe acted as a subcontractor to Linklaters.

Work performed by Steptoe was provided to Linklaters. We understand that Linklaters used this information in two reports transmitted to DIT addressing various areas of U.S. law that could come within the scope of a potential future trade agreement between the United Kingdom and the United States, both dated February 11, 2019.

For Steptoe, the additional context of its new, post-Brexit engagement with DIT (through Linklaters) to provide support to DIT in connection with the impending negotiation of a Free Trade Agreement with the United States does not change its view that the previous work that Steptoe carried out for DIT (through Linklaters) in 2018-2019 should not be construed as "political activities" as defined in 22 U.S.C. §611(o). Nevertheless, Steptoe acknowledges that it is uncertain whether the FARA Unit would so conclude and, therefore, in the interest of full disclosure and transparency, is voluntarily effecting this Amendment with respect to its prior work for DIT (through Linklaters).

In addition to the information reported above, Steptoe notes the following with respect to payments it received from Linklaters on behalf of DIT in connection with its previous work:

Receipts – Monies

Date received	From Whom	Purpose	Amount

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June 6, 2019	Linklaters on behalf of the Department for International Trade	Work on reports	£59,766.46

We have attached our Engagement Letter with Linklaters for this work, and have not included the Panel Agreement, which we understand was filed by Linklaters in redacted form to protect certain privileges.

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