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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
Steptoe & Johnson, LLP

2. Registration Number
6653

3. Primary Address of Registrant
1330 Connecticut Ave, NW
Washington, DC 20036

4. Name of Foreign Principal
Her Majesty's Treasury

5. Address of Foreign Principal
1 Horse Guards Road
London SW1A 2HQ

6. Country/Region Represented
United Kingdom

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

- ☒ Government of a foreign country[1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Treasury

b) Name and title of official with whom registrant engages
Mike Williams, Director Business and International Tax

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

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.

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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
June 26, 2020	Philip R. West	/s/ Philip R. West eSigned

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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

Her Majesty's Treasury, Government of the United Kingdom

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? 6/19/2020

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

Assist client in preparation of a brief with strategic advice and recommendations on how to engage with respect to section 301 investigations into digital services taxes announced by the US Trade Representative on June 2, 2020, will potentially assist client in implementing strategy.

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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.

Assist client in preparation of a brief with strategic advice and recommendations on how to engage with respect to section 301 investigations into digital services taxes announced by the US Trade Representative on June 2, 2020, will potentially assist client in implementing strategy.

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.

Assist client in preparation of a brief with strategic advice and recommendations on how to engage with respect to section 301 investigations into digital services taxes announced by the US Trade Representative on June 2, 2020, will potentially assist client in implementing strategy.

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.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] 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
		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

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 26, 2020	Philip R. West	/s/ Philip R. West eSigned

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Philip R. West
202 429 6247
pwest@steptoe.com

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
202 429 3000 main
www.steptoe.com

Steptoe

June 18, 2020

VIA EMAIL to Peter.King@hmtreasury.gov.uk
VIA EMAIL to Mike.Williams@hmtreasury.gov.uk

Peter King
Director, Treasury Legal Advisors

Mike Williams
Director Business and International Tax
HM Treasury
1 Horse Guards Road
London SW1A 2HQ

Dear Peter and Mike:

Thank you for considering Steptoe & Johnson LLP ("Steptoe") to help Her Majesty's Treasury ("HM Treasury" or you) to, in Phase 1, prepare a brief for ministers with strategic advice and recommendations on how to engage with respect to the section 301 investigation on the proposed digital services tax; and, potentially, in Phase 2, to assist HM Treasury in implementing the strategy agreed to by such ministers. We appreciate the opportunity to work with you on this representation.

This letter and the attached General Terms and Conditions of Engagement set forth the basis for your engagement of Steptoe. The terms and conditions that govern this engagement and the services we will provide are described in detail in the attachment to this letter. Please review these materials and let me know if you have any questions. When you are satisfied, please countersign this letter and return a countersigned original to me by email.

I want to draw your attention in particular to several important terms and conditions for our engagement. A number of these points are explained at greater length in the attachment, which is an integral part of this letter: if there is any inconsistency between this letter and the attachment, this letter will prevail. However, we will consider this letter and the terms and conditions in effect from the date of this letter forward unless you specifically advise us to the contrary.

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First, this engagement establishes an attorney-client relationship solely with HM Treasury and not with any other affiliated or associated entity, including other UK government agencies and such affiliated entities. We accordingly apply ethics rules relating to conflicts of interest only with respect to HM Treasury. However, we acknowledge and accept that our advice may be provided to and relied upon by Her Majesty's Revenue and Customs. Any separate representation of Her Majesty's Revenue and Customs will be subject to clearing a conflict check and will require a new separate engagement letter between Steptoe and Her Majesty's Revenue and Customs.

Second, the scope of our engagement is limited to the specific matter described above; while we would be pleased to discuss potential engagements on other matters, any new or extended engagement will require our mutual agreement in writing.

Third, we charge hourly rates for services rendered and require reimbursement for costs. My billing rate is $1,700 per hour or part thereof (i.e., I bill in one-hour increments, although I do not generally bill time to a client for a given day if my services for that client during that day consist of only a brief phone call, consultation, or the like). The rate for Jeff Weiss, who will be significantly involved in this work, is $1,300 per hour. If others are involved in the matter, their standard hourly rates will be charged.

We charge for time devoted to client affairs, including time spent traveling on client business and including time spent in connection with inquiries or investigations arising out of or relating to our engagement, whether by a Congressional committee or otherwise, and you hereby agree to pay for such time, and for all expenses, including professional fees, incurred by us in connection therewith. Our hourly rates are reviewed annually, typically in January, and may be revised based on that review. While we do not envisage that this engagement will involve substantial travel expenses, we agree that we will abide by your travel and expenses policies when incurring such expenses. The fees and expenses of any counsel engaged pursuant to paragraph 14 of the attachment shall be for our account.

Fourth, the attorney-client relationship created by this engagement is terminated when our services are completed, or when termination is triggered under the terms and conditions set out in the attachment, and in any event when we send you our final statement for services rendered in this matter.

Fifth, as detailed in the *Consent and Waiver as to Future Matters* paragraph of the attachment, we require a forward-looking waiver permitting Steptoe to represent current or future clients in matters adverse to HM Treasury or its related entities on matters that are not substantially related to the subject of this representation.

Sixth, we process personal data in accordance with applicable privacy and data protection legislation, including under EU law. Details of the individuals with whom we are in contact in this matter will be processed primarily to provide you with legal services, and for case management and billing in accordance with this letter and the attachment. Except as specified in

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this letter (including the attached Terms and Conditions), we will not share your data with third parties without your consent.

We may also use the data you provide to inform you about general legal developments, to invite you to legal seminars we hold, and for similar purposes not related to this matter. Please let us know if you do not wish us to contact you for such purposes.

By counter-signing this letter you acknowledge that we process personal data relating to your members of management, employees or agents, advisers or consultants and other individuals involved in the Matter. You acknowledge that we may disclose personal data to third parties engaged to perform services on your behalf and to third parties who perform administrative and other functions on our behalf. Please refer to Paragraphs 21 and 22 in the attached General Terms and Conditions for full details of our data privacy/data protection rights and obligations.

Finally, this letter and the attachment set forth the agreed specific terms of our engagement, which supersede and survive any inconsistent items in "outside counsel guidelines" or provisions required to use any electronic billing system; these terms can be modified only by written agreement between the individual signatories below expressly stating that this specific engagement letter is being changed.

Please sign and return a copy of this letter to me as explained above. By signing, you confirm that you have authority to agree to these terms on behalf of HM Treasury; if that is not the case, please have this letter countersigned by someone with the necessary level of authority.

We very much look forward to working with you and your colleagues.

Sincerely yours,

Philip R. West

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Steptoe

Enclosure

ACCEPTED AND AGREED:

for Her Majesty's Treasury



[Signature of authorized representative]

Mike Williams
[Please print name of authorized representative]

Director, Business and International Tax
[Title of authorized representative]

Date: Friday 19th June 2020

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Steptoe

STEPTOE & JOHNSON LLP
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT
As of June 1, 2020

1. *Client*: The client in this representation—and the only party with which Steptoe & Johnson LLP ("Steptoe") is establishing an attorney-client relationship—is the specific entity identified in the first paragraph of the engagement letter to which this is attached (the "Client"). Steptoe has not been asked, and is not agreeing, to represent or establish an attorney-client relationship with any other entity, such as a parent, subsidiary, affiliate, member, owner, director, officer, partner, employee, or other affiliate or associate of the Client. Steptoe is applying ethics rules relating to conflicts of interest only with respect to the Client.

2. *Scope of Representation*: The subject matter and scope of this representation is limited to the specific Matter described in the first paragraph of the engagement letter to which this is attached. Any further work will require our mutual agreement reflected in writing.

Unless otherwise agreed, this representation includes only legal services and does not extend to, among other things, investment, insurance, accounting, business or technical advice, nor are we advising on or investigating the character or credit of persons with whom you may be dealing.

3. *Client Communication*: The Client's continued attention to this Matter is critical. The Client agrees to respond to communications from Steptoe in a timely manner. The Client agrees to cooperate fully with Steptoe and to provide promptly all information known or available to the Client relevant to Steptoe's representation of the Client's interests. Please inform Steptoe in writing of any changes in the name, address, telephone number or e-mail address of the Client entity or the appropriate Client contact, or other relevant changes.

4. *Term of Engagement*: The attorney-client relationship created by this letter terminates when the services sought by the Client have been completed, and in any event terminates upon Steptoe sending the Client its final statement for services rendered in the matter, which date shall not be extended because of subsequent statements sent with respect to unpaid balances or activities associated with their collection. The Client agrees that the representation can be presumed to have been completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations. In accordance with the Rules of Professional Conduct, Steptoe will continue to protect the confidentiality of the Client's information after the engagement has ended.

Either Steptoe or the Client may terminate this engagement at any time for any reason, subject on Steptoe's part only to applicable rules of professional conduct and, where required, subject to leave of court or other relevant tribunal. Steptoe's reasons for terminating this engagement may include, but are not limited to, the Client's failure to pay a statement within 30 days after it was rendered; the Client's failure to direct, cooperate with, or respond to Steptoe in a timely manner; or Steptoe's judgment that continuing the representation of the Client could result in a violation of the applicable rules of professional conduct. In the event of any termination or withdrawal initiated by the Client, Steptoe will be entitled to receive any unpaid

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fees and expenses through the date of withdrawal on the basis set forth above. In the event of a termination or withdrawal initiated by Steptoe, Steptoe will provide at its cost reasonable services to transition the engagement to subsequent counsel engaged by the Client.

5. *Post-engagement Developments*: After completion of Steptoe's representation in the Matter, changes may occur in the applicable facts, laws, or regulations that could have an impact upon the Client's rights and liabilities. Unless the Client specifically engages us to provide additional legal advice on issues arising after completion of the matter, Steptoe has no continuing obligation to advise the Client with respect to future developments.

6. *Hourly Fees*: Steptoe will charge hourly rates for services rendered. Hourly rates are reviewed annually, typically in January, and may be revised based on that review. If rates are adjusted, the new rates will be reflected in the first billing statement Steptoe provides after the date of the change.

7. *Expenses*: Steptoe will charge the Client for various services and expenses, such as duplication, travel and the like. Expenses for services that are furnished using Steptoe resources (or for contractors that use Steptoe office space, equipment, services or facilities) are billed at a rate that covers direct costs plus an allocation of indirect costs that we believe to be fairly related to the service involved. For legal or factual research using third-party computer databases, most vendors (including LexisNexis and Westlaw) provide us with rate schedules listing suggested per-search and other charges. Steptoe will charge the Client for use of those databases at the vendor's scheduled rates because allocations of total costs for these databases cannot be made consistently on a month-by-month basis due to variable usage; however, Steptoe will not pass on any vendor charges for printing from these databases. Where services are provided entirely by an outside vendor for a specified amount (*e.g.*, consultants' fees, graphics, court reporters, filing fees) and do not involve the use of firm facilities or other resources, Steptoe charges clients only the amount charged by the outside vendor, without any markup. Unless special arrangements are made at the outset, any significant fees and expenses of others supplying services in connection with this representation (such as experts, investigators, consultants and court reporters) will be billed to the Client for payment directly to the billing entity, and Steptoe will have no responsibility for paying those fees or expenses.

8. *Estimate*: If, at the Client's request, Steptoe provides a proposed budget or other estimate of fees and costs that may be incurred in connection with its representation, the Client agrees that <u>no</u> such estimate or budget constitutes a promise or guarantee by Steptoe that the fees and costs due and payable by the Client in connection with this representation will be at or below those estimated or budgeted amounts.

9. *Taxes*: Some jurisdictions impose charges denominated as sales, use, excise, business, value added or other taxes, tariffs or duties on amounts billed to clients. The amount of any such charges (excluding taxes based on Steptoe's net income or on the wages, salaries or benefits paid to its personnel) will be included in Steptoe's statements and will be the Client's responsibility. Steptoe's fees are net of any withholding or similar tax imposed by any jurisdiction in which the Client resides or does business. If any amount is withheld for such

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taxes in such jurisdiction, the Client must gross up the amount to be paid to Steptoe so that the net amount paid to Steptoe is the amount due on Steptoe's statement.

10. *Billing*: Steptoe expects to send statements to the Client on a monthly basis covering fees and expenses for the prior month. Steptoe also expects the Client to pay our statements promptly and in any event within 30 days after they are received.

Please send remittance to:	Steptoe & Johnson LLP PO Box 603212 Charlotte, NC 28260-3212	*Wiring Instructions*: *Bank*: Wells Fargo Bank N.A., Washington, DC *Domestic Wire Transfers*: ABA#: [redacted] *Domestic ACH Transactions*: ABA#: [redacted] *Beneficiary's Account #* [redacted] *Swift Code* – [redacted] *CHIPS* – [redacted] *Beneficiary's Name*: Steptoe & Johnson LLP *Tax ID Number*: [redacted]

11. *Retainer*: With regard to any retainer, applicable bar rules provide that fees and expenses paid in advance of the performance of legal services are to be treated as the property of the Client and must be deposited into a client trust account unless the attorney and Client agree otherwise. By signing this engagement letter, the Client acknowledges the receipt of the foregoing information and agrees that any advance payment of legal fees and expenses related to this representation shall be treated as the property of Steptoe upon receipt. The Client also agrees that any such advance payment of legal fees or expenses shall be deposited in Steptoe's general operating account to be drawn upon as legal services are performed and expenses incurred, and will be replenished as it is drawn upon. Steptoe will refund any portion of the advance payment that exceeds the remaining unpaid total of Steptoe's legal fees and expenses incurred in the representation upon the termination of the representation.

12. *Consent and Waiver as to Future Matters*: Steptoe represents companies and individuals throughout the United States and internationally, who may have matters in conflict with the Client or one or more of its affiliates. Steptoe is undertaking to represent the Client in this Matter on the basis of the Client's agreement to the following consent and waiver: During this representation, or any future representations that are initiated without a new or amended engagement letter, Steptoe will not be precluded from representing other clients (including, but not limited to, any current or future Steptoe clients) who have legal, financial, business, or other interests directly or indirectly adverse to the Client or any related entities, in matters that are not substantially related to this representation (including representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters). By retaining Steptoe for this representation, the Client agrees that it waives any claim of conflict of interest or breach of duty on the part of Steptoe, and it will not seek to have Steptoe disqualified as counsel to another client in the event of such adverse matters.

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13. *Confidentiality*: Our ethical obligations as lawyers impose stringent rules about protecting the confidentiality of client information. Consistent with those obligations, Steptoe will not disclose privileged material or other material we obtain during our representation of the Client that is of a confidential nature or that the Client would not want to see disclosed other than with its approval. The conflicts waiver discussed above does not change our obligation to protect such information.

Under certain circumstances, Steptoe may be legally required to disclose this representation and general information about our activities on the Client's behalf. Disclosure of certain information may also be required if the Client asks us to respond to an audit letter request.

14. *Our Own Use of Counsel*: The Client agrees that Steptoe may seek legal advice from internal or external counsel concerning this representation, waives any claim of conflict based on those consultations or related communications, even if adverse to the Client's interests, and acknowledges that such communications and advice are protected by Steptoe's own attorney-client privilege from disclosure to the Client.

15. *Retention of Records*: Certain of our records are viewed as client records ("Client File") and the Client may ask at any time to receive copies of the Client File, which will be made at the Client's expense. Upon completion of a specific representation, the original Client File shall be available to be taken by the Client. Steptoe will be entitled to make copies if it chooses to do so. If the Client does not take possession of the Client File, Steptoe will store the Client File and any additional records relating to its work it deems essential for ten (10) years after it concludes the representation, with the exception of certain kinds of legal instruments that Steptoe is required to retain for longer periods of time. Where the same file, paper or electronic, consists in multiple copies, Steptoe will designate the electronic copy as the official Client File. If the Client has not taken possession of the Client File at the end of the ten-year period, Steptoe may dispose of it without further notice. If the Client indicates it wishes to have the Client File retained for a longer time, Steptoe can make arrangements to store it for limited periods at the Client's expense and will be glad to furnish information on the cost of doing so. If there are large volumes of such materials, Steptoe may contract to have the copies made by a contractor retained by Steptoe under contract conditions that impose obligations on the contractor personnel to recognize and honor the confidential nature of the materials. In referring to records in this paragraph, Steptoe means electronic and "hard copy" records.

16. *Electronic Communications*: It is likely that during the course of this engagement both the Client and Steptoe will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and to transmit documents. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, Steptoe believes and, by signing this letter the Client agrees, that the benefits of using this technology outweigh the risk of disclosure.

17. *File Sharing*: Steptoe provides for multiple ways to easily and securely exchange files with clients. In all instances, Steptoe strongly prefers that the Client and Steptoe use one of

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Steptoe's contracted and secure platforms. Steptoe does not investigate and cannot validate the security of other commercial file share software or the Client's in-house file share software.

18. *Definitive Agreement*: These Terms and Conditions, together with the engagement letter to which they are attached, set forth the agreed specific terms of Steptoe's engagement. Those agreed specific terms supersede and survive any inconsistent items that may be contained in "outside counsel guidelines" sent to us by the Client or generic provisions that Steptoe is required to "accept" in order to use any electronic billing system for the Client. These terms can be modified only by a written agreement between the individual signatories to the attached engagement letter expressly stating that terms of this specific engagement letter are being changed.

19. *Counterparts*: The engagement letter to which these Terms and Conditions are attached may be executed in two or more counterparts or by facsimile/PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

20. *Choice of Law/Jurisdiction*: These Terms and Conditions, and with the engagement letter to which they are attached shall be governed by, construed in accordance with, and enforced pursuant to the laws of the District of Columbia without regard to principles of conflict of laws. The Client hereby consents to the jurisdiction of the District of Columbia, in connection with any suit, action, or other legal proceeding arising out of this Agreement.

21. *Compliance with California Consumer Privacy Act (CCPA):* As a general business matter, unrelated to our legal representation, we are required by the CCPA to disclose to Client the categories of personal information that we may collect from Client and the purposes for which the information may be used. For detailed information about these categories, please visit https://www.steptoe.com/ccpa.

22. *Compliance with Data Protection Requirements*: To the extent applicable, Steptoe processes personal data in accordance with the EU's General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws and regulations, as amended or updated from time to time ("Data Protection Legislation"). In accordance with Data Protection Legislation, Steptoe is the data controller for the individuals and purposes referred to herein.

Personal data comprises information relating to members of management, employees or agents of the Client, its advisers or consultants and other individuals involved in the Matter. It will typically be limited to the name, title, gender, date of birth, marital status, bank details, addresses, telephone numbers and email addresses, but may include other information depending on the nature of the Matter. If individuals involved in the Matter fail to provide certain information when requested, Steptoe may not be able to perform the contract it has entered into with the Client (such as providing legal services), or Steptoe may be prevented from complying with its legal obligations.

Steptoe processes such data for the purposes of: (i) client due diligence, provision of advice and representation in accordance with its contractual obligations towards the Client,

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management of the Client's matters and billing; (ii) ensuring that the Client can be contacted and made known to attorneys and other persons with whom Steptoe has relations; (iii) Steptoe's (or a third party's) legitimate interests (to the extent that the interests and fundamental rights of the individuals involved in the matter do not override those interests), for example informing the Client about legal developments and to conduct other marketing activities; and (iv) management of Steptoe's Bar and other legal and regulatory requirements, including its professional liability policy.

Steptoe only collects personal data that is adequate, relevant, and not excessive for the stated purpose, and that is also accurate and, where necessary, kept up to date. Steptoe stores the personal data for the duration of this Agreement. If provided by law or ethical obligations, and subject to the provisions of this letter relating to retention of records, Steptoe may keep certain records for as long as necessary to fulfil the purposes for which Steptoe collected such records (or which may arise at a future date), including for the purposes of satisfying legal, accounting, insurance or reporting requirements. Steptoe may retain personal data for longer periods for archival purposes and may access those archives if Steptoe has a legal obligation, right, or consent to do so.

Steptoe has taken appropriate technical and organizational measures to protect personal data, considering the state of the art and the risks of a data breach. Data may be kept, maintained and processed in computer and/or manual formats. Some data may be stored in a single or multiple private clouds located in the United States, the European Economic Area ("EEA") or in other jurisdictions and managed by a third party service provider.

It may be necessary, in the course of Steptoe's activities, to disclose such data to third parties, including: (i) other persons associated with Steptoe, its attorneys and employees; (ii) Steptoe's professional advisers; (iii) unrelated third parties, such as Steptoe's professional liability insurers and parties engaged to perform services on the Client's behalf (for example, other lawyers including foreign lawyers, accountants and trademark agents); and (iv) third parties who perform administrative and other functions on Steptoe's behalf (for example, IT and cyber security services, and audit or quality checks on Steptoe's practice). If Steptoe engages third parties to process data on the Client's behalf, including outside the United States and the EEA, it will do so in conformity with Data Protection Legislation. In particular, Steptoe does not allow its third-party service providers to use the personal data for their own purposes. Third-party service providers may only process such personal data for purposes specified by and in accordance with Steptoe's instructions. Steptoe may also need to share the personal data of the individuals involved in the matter with a regulator or otherwise to comply with the law. Steptoe requires third parties to respect the security of the personal data and to process it in accordance with Data Protection Legislation. Certain categories of personal data may be transferred between Steptoe's offices in the EU and its offices in the United States and China in conformity with Data Protection Legislation, including, where applicable, any "adequacy decision" adopted by the European Commission, or other appropriate or suitable safeguards. Details may be obtained from Steptoe.

The terms of this clause do not affect the rights of individuals ("data subjects"), or Steptoe's obligations and responsibilities, under Data Protection Legislation.

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The rights of data subject rights include the rights to: (i) request a copy of the personal data Steptoe holds relating to them; (ii) request correction of inaccurate data; (iii) request erasure of their personal data ("right to be forgotten"), subject to Steptoe's right to retain it for legal purposes; (iv) to object to Steptoe's use of the personal data for a defined purpose (e.g. marketing); and (v) subject to conditions, transfer of personal data to another person ("portability"). In the limited circumstances where individuals involved in the matter may have provided their consent to the collection, processing and transfer of their personal information for a specific purpose, they have the right to withdraw their consent for that specific processing at any time. If the data subject wishes to exercise these rights, please contact us.

Steptoe does not envisage that any decisions will be taken using automated means. It will notify the Client in writing if this position changes.

Data subjects have the right to lodge a complaint with a supervisory authority, in particular in the EU member state of their habitual residence, place of work or place of an alleged infringement of Data Protection Legislation.

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