

**Start Time:** 07/31/2017 1:55:13 AM(UTC+0)  
**Last Activity:** 02/11/2018 3:32:35 AM(UTC+0)  
**Number of attachments:** 2  
**Source:** WhatsApp  
**Source file:** iPhone (iPhone 6s)/ChatStorage.sqlite : 0x7C208 (Table: ZWAMESSAGE, ZWACHATSESSION, Size: 2306048 bytes)  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)  
**Body file:** chat-60.txt

**Participants:**

8613910035556@s.whatsapp.net  
 Kevin Dong



**Identifier:** 8613910035556@s.whatsapp.net

System Message System Message

Messages to this chat and calls are now secured with end-to-end encryption. Tap for more info.

**Platform:** Mobile

07/31/2017 1:55:13 AM(UTC+0)

Source Info:  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0x7C208 (Table: ZWAMESSAGE, Size: 2306048 bytes)

Kevin are you available for a call now? This is Hunter Biden

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	07/31/2017 1:56:20 AM(UTC+0)		

**Status:** Sent

**Platform:** Mobile

07/31/2017 1:56:15 AM(UTC+0)

Source Info:  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0x7CBF0 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Kevin I was told by the Director through Zhao that we were to speak tonight. If there is some extraordinary reason you can not do so please let me know. I assume that you know that this is highly confidential and time sensitive.

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	07/31/2017 2:15:02 AM(UTC+0)		

**Status:** Sent

**Platform:** Mobile

07/31/2017 2:15:00 AM(UTC+0)

Source Info:  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0x7CDE0 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
 iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Kevin? Time for a call?

Participant	Delivered	Read	Played
861391003555 6@s.whatsapp .net Kevin Dong	07/31/2017 2:50:22 PM(UTC+0)		

Status: Sent

Platform: Mobile

07/31/2017 2:50:16 PM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x6EAEB (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

What's your availability tmrw?

Participant	Delivered	Read	Played
861391003555 6@s.whatsapp .net Kevin Dong	07/31/2017 6:36:34 PM(UTC+0)		

Status: Sent

Platform: Mobile

07/31/2017 6:36:27 PM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x6EC4F (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Attachments:



Size: 23983  
File name: c9de8725-a7df-4b87-b01f-5465d3acf3c6.opus  
Path: https://mmi279.whatsapp.net/d/G5wzQdO0oFLc-ve378GM0FmAsnk/AgiGbmpFuOYruUmm-k8zKuwnOg4s9JZTjjzbxw5l4nop.enc  
c9de8725-a7df-4b87-b01f-5465d3acf3c6.opus

Participant	Delivered	Read	Played
861391003555 6@s.whatsapp .net Kevin Dong	08/01/2017 4:55:32 PM(UTC+0)		

Platform: Mobile

08/01/2017 4:55:20 PM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x765B6 (Table: ZWAMESSAGE, ZWAMEDIAITEM, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)  
iPhone (iPhone 6s)/Message/Media/8613910035556@s.whatsapp.net/c/9/c9de8725-a7df-4b87-b01f-5465d3acf3c6.opus : (Size: 23983 bytes)

Hi Hunter, sorry to ping you at late hours. I am texting to convey some info from director Zang:

- 1) His best regards to you, Jim and VP;
  - 2) He fully supports cooperation with you and the proposition provided by you. Chairman also agrees upon your idea;
  - 3) Kevin is designated by director Zang to discuss with you on technical matters. The fund will be wired to the jointly administrated account in a timely manner.
- Thanks!

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	08/03/2017 9:46:42 PM(UTC+0)		

Status: Sent

Platform: Mobile

08/03/2017 9:46:31 PM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x81DAD (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

NDA Integra - Hudson West (08102017)

Attachments:



Size: 28475  
File name: 9dd10d18-4f55-4f86-98fe-21ee22db598d.docx  
Path:  
[https://mmg.whatsapp.net/d/f/AnUY73oR3x1yzmAYbO0xWNvT\\_rXgtBPYk4gwHqM9V9mQ.enc](https://mmg.whatsapp.net/d/f/AnUY73oR3x1yzmAYbO0xWNvT_rXgtBPYk4gwHqM9V9mQ.enc)  
[9dd10d18-4f55-4f86-98fe-21ee22db598d.docx](https://mmg.whatsapp.net/d/f/9dd10d18-4f55-4f86-98fe-21ee22db598d.docx)

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	08/15/2017 2:31:52 AM(UTC+0)		

Status: Sent

Platform: Mobile

08/15/2017 2:31:44 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x96668 (Table: ZWAMESSAGE, ZWAMEDIAITEM, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)  
iPhone (iPhone 6s)/Message/Media/8613910035556@s.whatsapp.net/9/d/9dd10d18-4f55-4f86-98fe-21ee22db598d.docx : (Size: 28475 bytes)

Are you available for a call.?

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	08/20/2017 10:47:46 AM(UTC+0)		

Status: Sent

Platform: Mobile

08/20/2017 10:39:30 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xAF867 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

I plan on a trip to Hong Kong leaving the 24th for Hudson West business. On to Bangkok Vietnam and possibly the Philippines and possibly Vietnam.

Participant	Delivered	Read	Played
8613910035556@s.what sapp.net Kevin Dong	08/20/2017 10:48:26 AM(UTC+0)		

**Status:** Sent  
**Platform:** Mobile

08/20/2017 10:48:21 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xAF4F6 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

There are two more potential deals I would like to discuss that i believe fit very well with our goals and could be acted upon and executed in short order if we have the will to do so.

Participant	Delivered	Read	Played
8613910035556@s.what sapp.net Kevin Dong	08/20/2017 10:51:25 AM(UTC+0)		

**Status:** Sent  
**Platform:** Mobile

08/20/2017 10:51:22 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xAF213 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Finally- of personal importance to me is that we make good on the Chairman's commitment to support then World Food Program USA. WFP US supports the mission of the UN World Food Program which is the largest humanitarian organization in the world. It spans the globe and provides food and sustenance in over 75 countries. I would like the Chairman to accept the honor of becoming an good will ambassador to the UN WFP along with other luminaries around the globe. Current and former un Goodwill ambassadors include Muhammad Ali, Elie Wiesel, George Clooney, Pavarotti, Princess Haya of Jordan, Lang Lang, Michael Douglas, Leonardo DiCaprio, Jane Goodall, Yo Yo Ma, Mindoro, Warren Buffett, Ted Turner, Bill Gates etc....

Participant	Delivered	Read	Played
8613910035556@s.what sapp.net Kevin Dong	08/20/2017 11:02:45 AM(UTC+0)		

**Status:** Sent  
**Platform:** Mobile

08/20/2017 11:02:42 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xAF8F5 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Not looking for answers right now Kevin but please let me know you received - thanks

Participant	Delivered	Read	Played
8613910035556@s.w hatsapp.net Kevin Dong	08/22/2017 3:46:12 AM(UTC+0)		

**Status:** Sent  
**Platform:** Mobile

08/22/2017 3:46:01 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xBA896 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

Any word Kevin?

Participant	Delivered	Read	Played
8613910035556@s.whatsapp.net Kevin Dong	08/23/2017 6:27:27 PM(UTC+0)		

**Status:** Sent

**Platform:** Mobile

08/23/2017 6:27:15 PM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xC2989 (Table: ZWAMESSAGE, Size: 2306048 bytes)  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xFCDF8 (Table: ZWAGROUPMEMBER, ZWACHATSESSION, Size: 2306048 bytes)

System Message System Message

Missed Voice Call

**Platform:** Mobile

10/30/2017 2:08:50 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0xCE9FC (Table: ZWAMESSAGE, Size: 2306048 bytes)

System Message System Message

Missed Voice Call

**Platform:** Mobile

11/01/2017 2:18:26 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x1112E4 (Table: ZWAMESSAGE, Size: 2306048 bytes)

Kevin please call me back

**Status:** Sent

**Platform:** Mobile

02/11/2018 3:32:35 AM(UTC+0)

Source Info:  
iPhone (iPhone 6s)/ChatStorage.sqlite : 0x1A4863 (Table: ZWAMESSAGE, Size: 2306048 bytes)

# Attachments

(Page break inserted by Committee staff. PDF attachments follow in the order referenced in the above chat.)

## CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** (“Agreement”) is entered into and made effective this [•] day of August 2017 (the “Effective Date”) by and between **Integra Capital S.A.** (“Disclosing Party” or “Integra”), a company organized under the laws of Argentina, with offices located at Av. Maipú 1252, 6<sup>th</sup> Floor, Buenos Aires, Argentina and **Hudson West** (“Receiving Party”) a company organized under the laws of [•], with offices located at [•].

WHEREAS, the parties have entered into a discussion as at the date hereof with respect to a potential and the possible investment, partnership or acquisition by an SPV lead and advise by Integra and other investors in connection with CITGO Petroleum Corporation (hereinafter the “Transaction”).

WHEREAS, the Receiving Party requires certain Confidential Materials (as hereinafter defined) obtain by Integra through a CA signed with CITGO, including certain financial information of CITGO and/or its affiliates and its and their subsidiaries, in connection with the Transaction, and Integra is willing to provide such information to the Receiving Party, subject to the terms and conditions of this Agreement.

**NOW THEREFOR**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confidential Materials.** For the purpose of this Agreement, Confidential Materials shall mean any and all confidential and/or proprietary information and data of CITGO and/or its affiliates and its and their subsidiaries, regardless of and/or its affiliates and its and their subsidiaries, regardless of the form in which such information or data appears or is communicated or observed, including but not limited to, financial, developmental, technical, operating, performance, cost, contractual, engineering, environmental, know-how, business and process information, and all record bearing media containing or disclosing such information or techniques which are disclosed or learned pursuant to this Agreement in connection with the Transaction, including prior to the Effective Date. The fact that this Agreement has been executed and that Confidential Materials have been made available are considered Confidential Materials. All materials, reports, compilations and analysis prepared by the Receiving Party that incorporate Confidential Materials of the Disclosing Party shall be deemed Confidential Materials.

2. **Exceptions to Confidential Materials.** The term Confidential Materials does not include information which:

- (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly in violation of the terms of the Agreement by the Receiving Party or its Representatives (as hereinafter defined));
- (b) was already known to the Receiving Party as of the Effective Date of this Agreement on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not or was not known to be bound by a confidentiality agreement with the Disclosing Party; or

- (c) has been independently acquired or developed by the Receiving Party without reliance upon or use of Confidential Materials.

The Receiving Party shall have the burden of proving any of the foregoing exceptions to Confidential Materials. For purposes of this Agreement, disclosures made hereunder shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information (i) in the public domain or (ii) in the prior possession of the party to whom disclosures were made. Furthermore, any combination of features shall not be deemed to be in the public domain or in the possession of the party to whom disclosures were made, unless the combination itself and its principles of operation are in the public domain or in the possession of the party to whom disclosures were made.

3. **Obligations of Receiving Party.** The Confidential Materials are the property of the Disclosing Party or third parties providing such information directly or indirectly through the Disclosing Party, and not the property of the Receiving Party. The Receiving Party will maintain in confidence all of the Confidential Materials made available, directly or indirectly, by the Disclosing Party. The Receiving Party shall take all reasonable precautions to prevent disclosure and unauthorized use of the Confidential Materials and will hold the Disclosing Party's Confidential Materials in strict confidence in at least in the same manner as it would maintain its own confidential information, but not less than a reasonable degree of care, to prevent unauthorized use, access, distribution, dissemination and duplication.

4. **Limited Purpose.** The Confidential Materials made available by the Disclosing Party under this Agreement shall be used by the Receiving Party solely for purposes relating to the Transaction and to perform the obligations under any resulting agreement between the parties requiring the use of the Confidential Materials.

5. **Disclosure to Representatives.** The Receiving Party shall limit communication of the Confidential Materials only to its employees, officers, directors, legal counsel, accountants, contractors, and agents, including those of its parent company or subsidiaries (collectively, "Representatives") who (i) have a need to know and reasonably require access to the Confidential Materials for the purposes approved by this Agreement, (ii) have undertaken a binding written obligation of confidentiality with respect to the confidential information and trade secrets of others entrusted to him or her, and (iii) have been apprised of this Agreement and the Receiving Party's obligations hereunder. Precautions to be taken by Receiving Party and its Representatives shall include limitation of reproduction to needed copies only. The Receiving Party shall retain responsibility and liability for the actions of its Representatives who have received any of the Confidential Materials.

6. **Compelled Disclosure.** The Receiving Party may disclose the Confidential Materials without breaching the terms of this Agreement if compelled to do so by any government officer, agency or representative or court of competent jurisdiction specifically directing the Receiving Party to disclose the Confidential Materials or in response to a requirement or request pursuant to applicable law, regulation or professional obligations, provided that the Receiving Party advises the Disclosing Party accordingly in writing prior to the time such disclosure is compelled and cooperates with the Disclosing Party in obtaining a protective order if requested. In any event, the



Receiving Party shall disclose only that portion of the Confidential Materials that the Receiving Party is legally obligated to disclose.

7. **Return of Confidential Materials.** In the event that the parties elect not to enter into a Definitive Agreement (as hereinafter defined) with respect to a Transaction, the Receiving Party will, within sixty (60) days upon receiving a written request from the Disclosing Party, either promptly return to the Disclosing Party the Confidential Materials or deliver to the Disclosing Party a written certification executed by an authorized representative of the Receiving Party attesting to the destruction of all such Confidential Materials; provided, however, that the Receiving Party shall have the right to retain one (1) secure copy of the Confidential Materials for evidentiary purposes. Notwithstanding the foregoing, (i) the Receiving Party shall not be required to return or destroy its internally-prepared analyses and interpretative documents and data which may contain Confidential Materials provided that such documents and data shall remain under the terms of this Agreement and are clearly marked as “Confidential Material” or “Confidential Information”, and (ii) the Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Materials contained on servers or back-up sources if such Confidential Materials are deleted from local hard drives and no attempt is made to recover such Confidential Materials from such servers or back-up sources.

8. **No Further Obligation.** Neither party is obligated to enter into any further agreement, negotiation or Transaction with the other party or to refrain from entering into any agreement, negotiation or Transaction with any third party, including without limitation, any person or entity engaged in the same or similar line of business as the other party hereto. Nothing in this Agreement shall be construed in any way as creating an exclusive relationship between the parties. Entering into this Agreement or furnishing or receiving Confidential Materials hereunder shall not: (i) constitute an offer, acceptance or promise for any future agreement or to amend any existing agreement, (ii) be construed as a promise to make any purchase of products or services, or any commitment to the present or future marketing of any product or service, (iii) be construed as a promise to modify or change any of its products or services. Nothing herein shall require the Disclosing Party to provide any Confidential Materials to the Receiving Party.

9. **Term.** This Agreement shall terminate one (1) years from the Effective Date. Each party may terminate this Agreement upon sixty (60) days prior written notice to the other party; provided, however, that the confidentiality obligations contained herein shall survive until the expiration of the one (1)-year term.

10. **Disclaimer of Warranty.** The Confidential Materials are provided on an ‘as is’ basis with all faults. The Disclosing Party expressly disclaims any representation or warranty, either express or implied, as to the Confidential Materials, including, but not limited to, its accuracy or completeness, notwithstanding any course of performance, course of dealing, or usage of trade or lack thereof inconsistent with this Section 12. Any reliance by the Receiving Party upon the Confidential Materials or communications and discussions hereunder shall be undertaken with a full release and waiver of all claims for liability against the Disclosing Party. Only those representations and warranties that may be made in a Definitive Agreement when and if executed shall have any legal effect.

11. **No License.** Nothing herein grants an immunity or license, a proprietary or intellectual right

or allows the Receiving Party to use the Confidential Materials for any purpose, except as set forth herein. It is understood between the parties to this Agreement that neither party waives any rights in any invention or development lawfully possessed by them at the time of signing this Agreement. No license, either express or implied, under any patent, copyright, trade secret or other intellectual property rights is granted hereunder.

12. **Choice of Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of New York without regard to its conflicts of laws rules.

13. **Independent Entities.** The parties are independent entities and nothing contained in this Agreement shall be deemed or construed as creating a relationship of partnership, association, principal and agent or joint venture by or between the parties. The parties shall have no right or authority to assume or create any obligation or responsibility on behalf of the other party or to bind the other party in any manner whatsoever even if such actions are taken for the benefit of the other party.

14. **Costs.** Except as specifically otherwise agreed to in writing and executed by the parties, each party shall bear its own costs and expenses with respect to the purpose of this Agreement.

15. **Publicity.** Neither party shall issue a press release regarding this Agreement or use the other party's or its partners' or affiliates' names in any advertising or publicity, without the other party's prior written consent.

16. **Equitable Relief.** Because the unauthorized disclosure of the Confidential Materials may not be adequately compensated through monetary damages, the Receiving Party acknowledges that the Disclosing Party has the right to seek restraining orders, injunctions and other equitable relief to prevent the Receiving Party from disclosing the Confidential Materials or from otherwise using the Confidential Materials in breach of this Agreement.

17. **Miscellaneous.** No amendments, waivers, changes or modifications to this Agreement shall be valid unless made in writing and signed by a duly authorized representative of each of the parties. If any of the provisions, or portions thereof, of this Agreement is found to be illegal or unenforceable, they are deemed to be omitted, but only to the extent of such unenforceability, and the remaining provisions of this Agreement shall remain in full force and effect and may be enforced to protect and reflect the original intent of the parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. This Agreement shall be personal to the parties and may not be assigned or otherwise transferred by either party without the prior written consent of the other party. Subject to the language herein, this Agreement shall be binding on the party's successors and permitted assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and replaces, supersedes and merges all prior communications, understandings and agreements between the parties, whether oral or written, expressed or implied regarding the purpose of this Agreement which are merged into this Agreement. There are no other agreements, promises, representations, warranties, covenants, or undertakings with respect to the subject matter hereof. The confidentiality obligations in this

Agreement shall apply to any information or data that constitutes Confidential Materials made available by the Disclosing Party to the Receiving Party prior to the Effective Date of this Agreement.

**IN WITNESS WHEREOF**, each party has executed this Agreement through its duly authorized representative as of the Effective Date.

**INTEGRA CAPITAL S.A. (Disclosing Party)**

By: \_\_\_\_\_

Name: [•]

Title: [•]

**HUDSON WEST (Receiving Party)**

By: \_\_\_\_\_

Name: [•]

Title: [•]