

THE TRIBUNAL CONCERNING THE BANK FOR INTERNATIONAL SETTLEMENTS

in an  
arbitration between  
Dr. Horst Reineccius (Claimant #1) and the Bank for International Settlements  
and  
First Eagle SoGen Funds, Inc. (Claimant #2) and the Bank for International Settlements

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**STIPULATION AND ORDER  
OF CONFIDENTIALITY  
(ON CONSENT)**

WHEREAS, Dr. Horst Reineccius (“Dr. Reineccius”) has filed a Notice of Arbitration before the Arbitration Tribunal established pursuant to Article XV of the Agreement signed at The Hague on 20 January 1930 (the “Tribunal”) in connection with claims relating to the actions taken by the Bank for International Settlements (the “Bank” or the “BIS”) at the Extraordinary General Meeting of the Bank held on 8 January 2001 (the “Arbitration”);

WHEREAS, Dr. Reineccius and the Bank (with Dr. Reineccius, the “Parties”) seek to protect the confidentiality of documents that they may agree (or be required by the Tribunal) to produce in the course of the Arbitration;

NOW, THEREFORE, the Parties agree as follows:

1. All documents (including in electronic form) that any Party agrees (or is required by the Tribunal) to produce in the course of the Arbitration shall be deemed to be confidential ("Confidential Documents") and their use by a receiving Party, including any information derived therefrom (but not from any source independent of the Confidential Documents), shall be exclusively governed by this Confidentiality Agreement.
2. All documents produced in the course of the Arbitration, and any information derived therefrom (but not from any source independent of the Confidential Documents), shall be used solely to prosecute or defend the Arbitration, and shall not be used for any other purpose including, without limitation, use in litigation in any national court or in communications with any national authority.
3. The receiving Party may only provide Confidential Documents (or describe the information contained therein) to:
  - (a) the Tribunal and its staff;
  - (b) counsel of record in the Arbitration, including paralegals and other staff;
  - (c) employees or officers of the Parties or, in the case of Dr. Reineccius,  

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his advisers, who are actively engaged in, or who are responsible for decision making in connection with, the prosecution or defense of the Arbitration and who, prior to the receipt of any Confidential Document (or any information derived therefrom), execute an undertaking substantially in the form of the undertaking annexed hereto as Exhibit A; and

(d) consulting or testifying experts retained by counsel of record in the Arbitration who, prior to the receipt of any Confidential Document (or any information derived therefrom), execute an undertaking substantially in the form of the undertaking annexed hereto as Exhibit A. Counsel of record of the receiving party shall maintain undertakings executed pursuant to this paragraph 3(d).

4. In the event the Tribunal has required either Party to produce any document prior to adjudicating any challenge to its jurisdiction (or its ability to hear and resolve the Arbitration) and subsequently determines that it lacks jurisdiction over the claims of Dr. Reineccius, then the Parties shall promptly return to the producing Party (or certify the destruction of) all documents produced to it in the course of the Arbitration and any documents based upon information derived therefrom.
5. This Confidentiality Agreement may not be altered or modified in any way except by the written agreement of the Parties hereto. Without narrowing the foregoing, this Confidentiality Agreement may not be altered or modified in any way by any national court, and each party irrevocably waives any right to seek modifications to, or relief from, this Confidentiality Agreement in any national court. Each Party irrevocably agrees that it will not refer to this Confidentiality Agreement or rely on any document produced in connection therewith, to argue in favor of or against the production of any other document or information, or in favor of or against the entry of any confidentiality stipulation, agreement or order, in any proceeding other than this Arbitration.

6. The Parties agree to submit any dispute arising in connection with this Confidentiality Agreement to the exclusive jurisdiction of the Tribunal.
7. Nothing in the Confidentiality Agreement is intended to affect the conduct of the Hearing under Article 20(2), or the rendering of the award under Article 28(6), of the Rules for Arbitration Between the Bank for International Settlement and Private Parties, and the Tribunal reserves its full authority under those Rules.

Dated: \_\_November 2001

CLEARY, GOTTLLIEB, STEEN & HAMILTON

By: \_\_\_\_\_  
Dr. Horst Reineccius

By: \_\_\_\_\_  
Jonathan I. Blackman  
153 East 53<sup>rd</sup> Street  
New York, New York 10022  
(212) 572-5353

*Attorneys for Respondent  
Bank for International Settlements*

SO ORDERED:

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Prof. Michael Reisman, President and on behalf the Tribunal

Dated: \_ November 2001

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EXHIBIT A

[DATE]

I, [name], [title], hereby certify that (a) I have read the Confidentiality Agreement dated as of [ ] between Dr. Reineccius and the Bank for International Settlements (the “Confidentiality Agreement”), (b) I am a [person encompassed by paragraph 3(c) of the Confidentiality Agreement/ expert as defined in paragraph 3(d) of the Confidentiality Agreement], and (c) I will abide by all of the terms of the Confidentiality Agreement, including specifically to provide Confidential Documents to, and discuss information derived therefrom, only to those persons authorized under paragraph 3 of the Confidentiality Agreement, and to utilize such documents and information solely in connection with the prosecution or defense of the Arbitration.

\_\_\_\_\_  
Name

Verification