

February 22, 2016

**By Federal Express**

Honorable Victor Marrero  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, NY 10007

**Re: Anwar, et al v. Fairfield Greenwich Limited, et al.**  
**Master File No. 09-CV-00118 (VM) (FM)**

Dear Judge Marrero:

I am a Program Manager at Rust Consulting, Inc. ("Rust"), the Claims Administrator for the Citco settlement fund (the "Fund"). I am the person primarily responsible at Rust for the administration of the Fund. I write pursuant to Your Honor's February 19, 2016 Order (Dkt No. 1552) with respect to the late requests for exclusion from the Citco settlement class submitted by eight putative members of that class. As Claims Administrator, Rust customarily does not take a position whether a late request for exclusion should be accepted or rejected. Rather, Rust reports the submission of late requests to counsel and counsel addresses the appropriate treatment with the Court.

Pursuant to Your Honor's preliminary approval order and the class notice, requests for exclusion from the Citco settlement class were required to be submitted to Rust so as to be received no later than October 16, 2015 (35 days prior to the November 20, 2015 final settlement hearing). *See* Dkt Nos. 1402, ¶ 14; 1424-1 at pages 1, 10 and 11. On and before October 16, 2015, Rust received requests for exclusion from over 500 class members, almost all sent under cover of correspondence from Deminor Recovery Services. Attached as Exhibit 1 is an example of such correspondence that Rust received via email on October 14, 2015 (the investor names have been redacted from this copy; Rust received the boxes containing hard copies of these exclusion requests on October 16, 2015). On November 20, 2015, this Court entered a Final Judgment dismissing the plaintiff class's claims against the Citco defendants. Dkt No. 1457. Rust assisted in preparing Exhibit 1 to the Final Judgment, which was a list (filed under seal) of

Honorable Victor Marrero  
February 22, 2016  
Page 2

566 class members who had submitted requests for exclusion from the Citco settlement class as of that date.

On December 28, 2015, without prior notice, Rust received from Deminor a package containing a cover letter and requests for exclusion from 19 class members. That cover letter is annexed as Exhibit A to Exhibit 1 to the February 18, 2016 letter from counsel to the Court that was filed as Dkt. No. 1552. Proof of receipt of that letter by Rust on December 28, 2015 is annexed hereto as Exhibit 2. No explanation was given in the Deminor cover letter or otherwise received from Deminor justifying the late submission of the December 28, 2015 requests for exclusion.

Rust subsequently determined that of the 19 requests for exclusion received from Deminor on December 28, 2015, eleven requests were duplicates of requests from investors who already were identified as being excluded from the Citco settlement class on Exhibit 1 to the Final Judgment; and eight were new requests on behalf of purported class members. Rust reported this information to plaintiffs' counsel, as is Rust's responsibility under the settlement agreement in this action.

Rust is available to discuss this matter or any other matter concerning the Citco settlement at the Court's convenience.


Respectfully submitted,



Jason Rabe

Enclosures

cc: Charles DeMoulin  
Andrew G. Gordon  
David A. Barrett

The Clerk of Court is directed to enter into the public record of this action the letter above submitted to the Court by the *Claims Administrator for the Citco Settlement Fund*  
**SO ORDERED.**  
2-25-16   
DATE VICTOR MARRERO, U.S.D.J.



# **EXHIBIT 1**

**Krause, Courtney**

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**From:** Valentin Orts  
**Sent:** Wednesday, October 14, 2015 10:14 AM  
**To:** fairfieldgreenwich  
**Cc:** Deminor DRS; Charles Demoulin; Joeri Klein  
**Subject:** Exclusion letters for Citco Settlement Class in Anwar, et al. v. Fairfield Greenwich Limited, et al., Case No. 09-cv-118  
**Attachments:** Citco - Exclusion letters sent on 14 October 2015 to the US.xlsx

Dear Sir,  
Dear Madam,

Hereby I would like to kindly inform you that today for the following clients of Deminor 6 boxes with exclusion letters for exclusion from the Citco Settlement Class in Anwar, et al. v. Fairfield Greenwich Limited, et al., Case No. 09-cv-118 were sent to you per express delivery service:

Box	Claim ID	Claimant	Joint Claimant(s)
Box 1	56485		
Box 1	56496		
Box 1	56498		
Box 1	56502		
Box 1	56506		
Box 1	56507		
Box 1	56510		
Box 1	56512		
Box 1	56513		
Box 1	56516		
Box 1	56519		
Box 1	56525		
Box 1	56526		
Box 1	56532		
Box 1	56581		
Box 1	56586		
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 Box 6 57181  
 Box 6 57183

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You will find this information also in the Excel file attached to this e-mail. The Claim ID mentioned is an internal client number awarded to the client by Deminor in order to identify the client more easily in our administration.

Please also note that the following clients of Deminor, whose exclusion letters have already been sent to you last week, filed additional information (enclosures) to be added to their exclusion letters. You will find these additional enclosures in box 6:

Claim ID	Claimant	Joint claimant(s)
56499		
56528		
56530		
56531		
56645		
56673		
56716		

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56773  
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57180  
57185  
58143  
61548

REDACTED

Finally also a USB stick is sent to you today per express delivery service with all digital scanned versions stored on it of all exclusion letters the original copies of which were sent to you last week as well as today per express delivery service, together with enclosures.

Yours sincerely,

Valentin Orts

Tel : + 32 (0)2 674 71 19 (Brussels office)  
Tel : + 352 26 44 12 25 (Luxembourg office)  
Fax + 32 (0)2 674 71 20

[www.deminor.com](http://www.deminor.com)[\[deminor.com\]](http://deminor.com)

Visit our new Investor Protection Blog : <http://www.deminorblog.be/en/blog>[\[deminorblog.be\]](http://deminorblog.be)

*This message is confidential and contain information that is covered by legal professional privilege, work product immunity or other legal rules. If you have received this communication in error, you must not copy or distribute this message or any part of it or otherwise disclose its contents to anyone. Please notify us by telephone or return the present e-mail, and then delete this e-mail and any copies of it from your computer system. Thank you.*

*\*Deminor Recovery Services is a group of companies consisting of Deminor Recovery Services (Luxembourg) SARL with registered office at 1 rue Jean-Pierre Brasseur, L-1258 Luxembourg and subscribed capital of EUR 2,542,104, and its subsidiaries in Belgium, France, Italy and the Netherlands. Services are performed, as the case may be, by Deminor Recovery Services (Luxembourg) SARL and/or its subsidiaries, such as set forth in our contracts of services.*

# **EXHIBIT 2**



Ship Track Manage My Account Customs Tools

Login

FedEx® Tracking

**806224097072**

Ship date:  
**Wed 23/12/2015**



Actual delivery:  
**Mon 28/12/2015 09:37**

BRUSSELS BE

**Delivered**

FARIBAULT, MN US

Signed for by: C.WHITNEY

Travel History

▲ Date/Time	Activity	Location
- 28/12/2015 - Monday		
09:37	Delivered	FARIBAULT, MN
07:38	On FedEx vehicle for delivery	BLOOMINGTON, MN
07:00	At local FedEx facility	BLOOMINGTON, MN
- 26/12/2015 - Saturday		
06:33	At local FedEx facility	BLOOMINGTON, MN
- 25/12/2015 - Friday		
10:21	At local FedEx facility	BLOOMINGTON, MN
- 24/12/2015 - Thursday		
10:14	At local FedEx facility	BLOOMINGTON, MN
09:37	Delivery exception Business closed - No delivery attempt	BLOOMINGTON, MN
06:58	At local FedEx facility	BLOOMINGTON, MN
06:04	At destination sort facility	MINNEAPOLIS, MN
05:43	Departed FedEx location	INDIANAPOLIS, IN
- 23/12/2015 - Wednesday		
14:45	Arrived at FedEx location	INDIANAPOLIS, IN
12:58	Departed FedEx location	NEWARK, NJ
09:25	International shipment release - Import	NEWARK, NJ
06:30	Arrived at FedEx location	NEWARK, NJ
04:15	In transit	ROISSY CHARLES DE GAULLE CEDEX FR
04:07	Departed FedEx location	ROISSY CHARLES DE GAULLE CEDEX FR
02:21	Arrived at FedEx location	ROISSY CHARLES DE GAULLE CEDEX FR
- 22/12/2015 - Tuesday		
21:50	In transit	MACHELEN BE
20:37	In transit	MACHELEN BE
20:18	Left FedEx origin facility	MACHELEN BE
18:32	Picked up Package received after FedEx cutoff	MACHELEN BE

Shipment Facts

<b>Tracking number</b>	806224097072	<b>Service</b>	FedEx International Priority
<b>Weight</b>	2.2 lbs / 1 kgs	<b>Clearance detail link</b>	Clearance detail
<b>Delivered To</b>	Receptionist/Front Desk	<b>Total pieces</b>	1
<b>Total shipment weight</b>	2.2 lbs / 1 kgs	<b>Terms</b>	Shipper
<b>Shipper reference</b>	so fairfield	<b>Packaging</b>	FedEx Pak
<b>Special handling section</b>	Deliver Weekday		



1/18/2016

Track your package or shipment with FedEx Tracking

Careers  
Conditions of Carriage  
International Holiday Schedule

Domestic Support

Download Centre  
International Fuel Surcharge  
Information  
Domestic Fuel Surcharge  
Information  
Tariffs & Surcharges 2015

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# FedEx Express *Expanded Service International Air Waybill*

Customs Copy

8062 2409 7072 Form ID No 0461

Not all services and options are available to all destinations.

**1 From**  
 Date 12/22/15 Sender's FedEx Account Number \_\_\_\_\_  
 Sender's Name PIETSCRE Phone \_\_\_\_\_  
 Company DKS Belgium Sci  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 City Brussels State Province \_\_\_\_\_  
 Country Belgium Postal Code 1160  
 Sender's VAT/TURN Number REQUIRED for intra-European shipments.

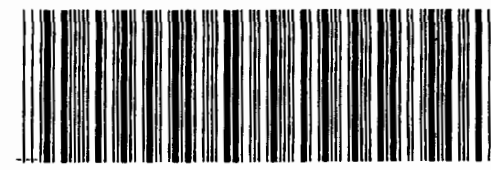
**2 To**  
 Recipient's Name \_\_\_\_\_ Phone +18552633450  
 Company FAIRFIELD GREENWICH SECURITIES LITIGATION  
CRUST CONSULTING  
 Address 2nd Lyndale Ave S  
 Address \_\_\_\_\_  
 City FARIBAUT State Province MINNESOTA  
 Country USA ZIP Postal Code MN55091  
 Recipient's Tax ID Number for Customs Purposes e.g. GST/VAT/INWEN/ABN, or as locally required.

**3 Shipment Information**  For EU Only: Tick here if goods are not in free circulation and provide C.I.  
 Total Packages 1 Total Weight 1 lbs.  in.  kg  DIM  cm

Commodity Description	Harmonised Code	Country of Manufacture	Value for Customs
<u>Popal Documents</u>		<u>BE</u>	
Total Declared Value for Carriage <u>NJD</u>	Specify Currency and Value for Customs must be the same.	Total Value for Customs <u>VCV</u>	

Origin Station ID KNO Country Code/Destination Station ID FBL URSA Routing XH FBL  
 Handling Units \_\_\_\_\_ Total Volume (cm) \_\_\_\_\_  
 Received At:  Reg. Stop  On-Call Stop  Drop Box  World Service Center  Station Forms Attached:  CI  CD  
 Base Charges Declared Val. Chrg. Other ODA/OFA Credit Card Auth.  
 FedEx Emp. # Audit Emp. # Date 12/22 Time \_\_\_\_\_ Del. Courier Emp. # Date \_\_\_\_\_ Time \_\_\_\_\_

Non-Negotiable International Air Waybill • ©1994-2013 FedEx



**4a Express Package Service** Packages up to 150 lbs. / 68 kg  
 01  FedEx Intl. Priority 06  FedEx Intl. First Early-morning delivery to select intercontinental locations.  
 03  FedEx Intl. Economy 57  FedEx Europe First Early-morning delivery between select European locations.

**4b Express Freight Service** Packages over 150 lbs. / 68 kg  
 70  FedEx Intl. Priority Freight 86  FedEx Intl. Economy Freight  
 Booking Number \_\_\_\_\_  
 Please call the nearest FedEx location to book shipments.

**5 Packaging** \*For FedEx Intl. Priority and FedEx Europe First only.  
 06  FedEx Envelope 02  FedEx Pak 03  FedEx Box 04  FedEx Tube  
 01  Other 15  FedEx 10kg Box\* 25  FedEx 25kg Box\*

**6a Special Handling**  
 01  HOLD at FedEx Location 03  SATURDAY Delivery  
 Does this shipment contain dangerous goods?  
 One box must be checked / ticked.  
 No  Yes  No  Yes  
 As per attached Shipper's Declaration not required. Shipper's Declaration not required.  
 06  Dry Ice Dry Ice & IUN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg  
 CA  Cargo Aircraft Only  
 Dangerous goods (including dry ice) cannot be shipped in FedEx Packaging or placed in a FedEx Drop Box.

**6b Broker Selection** 40  Intl. Broker Select To specify a broker other than FedEx.  
 Brokerage Company \_\_\_\_\_  
 City / State / Province / Country \_\_\_\_\_  
 ZIP / Postal Code \_\_\_\_\_ Phone \_\_\_\_\_

**7 Payment** Complete payment options for both transportation charges and duties and taxes.  
 Bill transportation charges to:  
 Sender Acct. No. in Section 1 will be billed. Enter FedEx Acct. No. or Credit Card No. below.  
 2  Recipient 3  Third Party 4  Credit Card 5  Cash Cheque  
 FedEx Acct. No. \_\_\_\_\_ Total Transportation \_\_\_\_\_

Bill duties and taxes to:  
 Sender Acct. No. in Section 1 will be billed. Enter FedEx Acct. No. below.  
 2  Recipient 3  Third Party 5  Cash Cheque  
 FedEx Acct. No. 2145015304  
 ALL shipments may be subject to Customs charges, which FedEx does not estimate prior to clearance.

**8 Your Internal Billing Reference** First 24 characters will appear on invoice.  
10 FBL

**9 Required Signature**  
 Use of this Air Waybill constitutes your agreement to the FedEx Conditions of Carriage for EMEA, an extract of which is reproduced on the back of this Air Waybill. Certain international treaties, including the Warsaw or Montreal Convention, may apply to this Shipment and limit our liability for damage, loss, or delay, as described in our Conditions of Carriage for EMEA.  
 Sender's Signature: \_\_\_\_\_  
 FedEx Courier Receipt: \_\_\_\_\_ Date: 22/12/15  
 For letter of credit shipments only.  
 Received above shipment in good order and condition. We agree to pay all charges, including Customs duties and taxes as applicable, and we agree to the Conditions of Carriage as stated on the reverse side of the Recipient's Copy.  
 Recipient's Signature: \_\_\_\_\_

FedEx Tracking Number **8062 2409 7072 0461** Form ID No.  
**577** PART 158407 EMEA • Rev. Date 2/13 PRINTED IN U.S.A. RROA

# EXTRACT of Federal Express Conditions of Carriage for EMEA.

Please read the complete version of our Conditions of Carriage for EMEA on [www.fedex.com](http://www.fedex.com).

**IMPORTANT NOTICE** These Conditions of Carriage EXCLUDE LIABILITY on the part of FedEx and its employees or agents for loss, damage and delay in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Senders should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests.

**1. APPLICATION** 1.1 These Conditions apply to the carriage of Shipments from and between selected countries in Europe, the Middle East, the Indian Subcontinent and Africa ("EMEA") and from and between specified locations within selected countries in EMEA, utilising the following services or service options of FedEx (if and where available): FedEx Economy, FedEx Europe First, FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Priority Plus, FedEx International Broker Select, FedEx International Priority Direct Distribution, FedEx International Economy, FedEx International Economy Freight, FedEx International Mail Service, FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight. These services may be modified by FedEx from time to time. Upon request, customers can be informed about the areas that are served by FedEx. These Conditions do not apply to intra-United Kingdom and intra-India Shipments for which separate conditions of carriage apply. 1.3 In case of conflict between our Conditions of Carriage for EMEA and the terms and conditions on any FedEx (Air) Waybill, manifest, shipping label or other transit documentation, our Conditions of Carriage for EMEA control to the extent that they do not conflict with the mandatory rules relating to liability for international carriage provided by the Warsaw or Montreal Conventions and their respective subsequent Protocols, other applicable conventions or any applicable tariff; or, for Shipments carried from and between specified locations within one country, with the mandatory rules relating to liability for carriage provided by the laws of that country. 1.4 These Conditions (which term includes those agreements and conventions expressly referred to herein) represent the entire agreement between the parties and, subject to Section 1.3, shall prevail over, exclude and supersede any other terms or conditions, oral or written, whosoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the Sender or any other written or oral statements concerning these Conditions.

**3. RATES** Rates applied shall be those rates applicable and in force at the time that the contract of carriage is made.

**4. BILLING** 4.1 FedEx reserves the right to increase any amount unpaid within 15 days of the invoice date, as of right and without prior notice of remedy, by 15% (or such amount as applied by FedEx per the local applicable payment terms and conditions) as liquidated damages for administrative costs, and a yearly interest of 6% above the European Central Bank Rate (or such rate as applied by FedEx per the local applicable payment terms and conditions), to be calculated per commenced month or the maximum allowed interest rate under the applicable legislation, if lower. 4.6 If applicable, duties and taxes may be assessed on the contents of Shipments. 4.7 REGARDLESS OF ANY PAYMENT INSTRUCTIONS OR PROVISIONS TO THE CONTRARY, THE SENDER SHALL ALWAYS REMAIN ULTIMATELY LIABLE FOR THE CHARGES INCLUDING ANY DUTIES AND TAXES, IF ANY. 4.8 For currency conversion, FedEx may apply a conversion fee. Please read our Conditions of Carriage for EMEA.

**5. INVOICE ADJUSTMENTS / DIMENSIONAL WEIGHT** 5.1 If the service selected or weight entered is incorrect, FedEx may make appropriate corrections to the (Air) Waybill and appropriate adjustments to the invoice at any time and will be entitled to charge a special handling fee for having to make such corrections and amendments. 5.3 Charges may be assessed based on dimensional weight.

**7. RESTRICTIONS** 7.1 Package size and weight restrictions vary by country or FedEx services. Please see [www.fedex.com](http://www.fedex.com) and our Conditions of Carriage for EMEA.

**8. ITEMS UNACCEPTABLE FOR CARRIAGE** 8.1 The following items are not acceptable for carriage to any destination: money, explosives, human corpses or body parts, cash on delivery shipments, firearms, plants and seeds, perishables, pornography, hazardous waste, dangerous goods, dead or live animals, etc. For a complete list of unacceptable items please read our Conditions of Carriage for EMEA.

**10. PACKING AND MARKING** 10.1 All Packages must be prepared and packed by the Sender for safe transportation by air and road assuming ordinary care in handling in an express-transportation environment and in compliance with all applicable laws, regulations and rules, including those governing packing, marking and labelling. 10.2 FedEx shall not be liable for any damage arising out of changes in temperature or pressure.

**11. INSPECTION OF SHIPMENTS** 11.1. FedEx may, at its sole discretion, or upon the request of the competent authorities, open and inspect any Shipment without notice at any time, and shall incur no liability of any kind therefore. 11.2. In accordance with applicable regulations in various jurisdictions FedEx is required to undertake (random) X-ray screening. Sender and Recipient hereby waive any possible claims for damages as a result of screening.

**12. CUSTOMS CLEARANCE** 12.4 In the event of any failure to provide and/or complete accurately all necessary customs and export laws documentation (including the (Air) Waybill) FedEx will assume no liability to the Sender or any other person for any loss, expense or delay due to the Sender's failure to comply with this provision. 12.6. FedEx reserves the right to assess extra Charges for customs clearance or for services ancillary to the customs clearance of Shipments.

**13. DUTIES AND TAXES** 13.1 If and where applicable, without prejudice to Sections 4.6 and 4.7, FedEx may elect to advance on behalf of the party responsible for payment thereof ("the Payer"), any duties and taxes as assessed by Customs. 13.3 Any Shipment may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes. 13.4 If FedEx advances duties and taxes it reserves the right to assess a surcharge.

**14. ROUTING AND DELIVERY** 14.2 FedEx may deliver to the Recipient at the address mentioned on the (Air) Waybill, or to someone other than the person or entity named on the (Air) Waybill having apparent authority to accept the Shipment in the name and on behalf of the Recipient. The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient.

**17. MONEY BACK GUARANTEE POLICY** Please see our Conditions of Carriage for EMEA.

**18. DECLARED VALUE AND LIMITS OF LIABILITY** 18.1 Unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee, the liability of FedEx is limited to the higher of a) the amount provided by the applicable international treaty or local law; or b) € 22 per kilogram; or c) US\$ 100 per Shipment. For FedEx Economy, FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight Shipments within Belgium, Denmark, Luxembourg, the Netherlands, Switzerland and the United Arab Emirates, the liability of FedEx is limited to the higher of a) the amount provided by the applicable local law; or b) € 10 per kilogram; or c) US\$ 100 per Shipment, unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee. For FedEx Economy, FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight Shipments within Germany, the liability of FedEx is limited to the higher of a) € 4 per kilogram in accordance with the German Commercial Code (HGB); or b) US\$ 100 per Shipment, unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee. 18.2 The Declared Value for Carriage of any Package represents FedEx's maximum liability in connection with a shipment of that Package, including but not limited to, any loss, damage, delay, misdelivery, any failure to provide information, or misdelivery of information relating to the Shipment. 18.3 The maximum Declared Value for Customs and Carriage is limited and may vary per location. If applicable, the Declared Value for Carriage cannot exceed the Declared Value for Customs. The maximum Declared Value for Customs and Carriage for the contents of a FedEx Envelope or FedEx Pak, regardless of destination, is US\$ 100 per Shipment or US\$ 9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding these amounts, should NOT be shipped in a FedEx Envelope or FedEx Pak. Unless otherwise specified by FedEx, the maximum Declared Value for Carriage is US\$50,000 per Shipment except for FedEx International Priority Freight and FedEx International Economy Freight which have a maximum Declared Value for Carriage limit of US\$100,000 per Shipment to most destinations. 18.4 Shipments containing the following items of extraordinary value are limited to a maximum Declared Value for Carriage of US\$ 1,000 per Shipment or US\$ 9.07 per pound, whichever is greater. Import of these items may be prohibited by individual countries. For more information please read our Conditions of Carriage for EMEA. 18.9 Regardless of the Declared Value for Carriage of a Package, FedEx's liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed the Shipments' repair cost, its depreciated value or its replacement cost, whichever is less.

**19. LIABILITIES NOT ASSUMED** 19.1 FedEx will not be liable for any damages in excess of the Declared Value (as limited by Section 18) or the limitation of liability as set forth in the applicable international convention as amended or, for Shipments from and between specified locations within one country, by the applicable law, whichever is greater. 19.2 FedEx will not be liable in any event for special, incidental, consequential or indirect losses or damages, including but not limited to loss of income or profits. 19.4 FedEx will not be liable for the Shipper's acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking, or addressing of the Shipment; or for the acts or omissions of the Recipient or anyone else with an interest in the Shipment. Also, FedEx will not be liable if the Shipper or the Recipient violates any of the terms of this (Air) Waybill or of our Conditions of Carriage for EMEA. FedEx will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of prohibited items; FedEx will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with the Shipment caused by or resulting from, including but not limited to: the fragile nature of the Shipment or any defect or vice inherent thereof, the erasure of data stored on magnetic tapes, files or other storage media, loss or damage to any Package for which FedEx has no record of receipt; or, events FedEx cannot control.

**21. CLAIMS** All claims must be made within strict time limits. Please see our Conditions of Carriage for EMEA for full version of this section.

**22. SURCHARGES** FedEx reserves the right to assess fuel and other surcharges on Shipments without notice.

**25. DATA PROTECTION** 25.2 By submitting any personal data to FedEx the Shipper consents to FedEx using this data for the purposes of FedEx (or its agents or subcontractors) performing their obligations under the relevant (Air) Waybill and the Conditions. The Shipper also consents to FedEx sharing this data with FedEx Corporation, its subsidiaries and branches, and confirms that FedEx can do the same with the Consignee's personal data. 25.5 By submitting the Shipment and by signing the (Air) Waybill the Shipper consents to the transfer of such personal data for the performance of FedEx obligations, including to countries outside the EEA.