



diGENOVA & TOENSING, LLP
ATTORNEYS-AT-LAW

April 12, 2019

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Yurii Lutsenko
Prosecutor General of Ukraine

Kostiantyn Kulyk
Deputy Chief, Dept. of Int'l Legal Cooperation
Prosecutor General's Office of Ukraine

RETAINER LETTER

1. Yurii Lutsenko and Kostiantyn Kulyk ("Clients") hereby engage the firm of diGenova & Toensing, LLP ("Firm" or "Attorneys") to represent them in connection with recovery and return to the Ukraine government of funds illegally embezzled from that country and providing assistance to meet and discuss with United States government officials the evidence of illegal conduct in Ukraine regarding the United States, for example, interference in the 2016 U.S. elections.

2. Clients acknowledge that they have been advised the Firm's services may entail activities subject to mandatory public disclosure under United States law. In particular, the Foreign Agents Registration Act ("FARA," 22 U.S.C. § 611 *et seq.*) requires the Firm to register and report certain of its activities on behalf of foreign political parties or entities. Clients understand that any questions or concerns about FARA or other mandatory disclosure laws should be raised with a Firm Attorney prior to agreeing to the representation.

3. Clients agree to compensate the Firm for the services rendered on the basis of a flat fee of \$25,000 per month, plus costs, for four months. Unless otherwise agreed in writing by all parties, the Firm's representation of Clients will terminate at the conclusion of the four month period.

4. Upon acceptance of this Retainer Letter, Clients shall deposit \$125,000 with the Firm as a retainer and advance toward payments of the monthly fees and any costs that may be incurred by the Firm, which sum shall be deposited in an escrow account, separate from the

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Firm's operating account until earned or disbursed by Attorneys. Any amount of expense money remaining after the representation ends shall be returned to Clients.

5. Attorneys will provide Clients a monthly statement for costs incurred from the previous month.

6. Fees and costs incurred in connection with Attorneys' representation are not contingent upon the successful completion of any project.

7. Each Client acknowledges that the Firm has an obligation to share information relevant to the representation with the other Client, and that information shared by one Client should not be viewed as privileged with respect to the other Client.

8. Although Firm understands the interests of Clients to be consistent as to the matters cited for representation, in signing this Retainer Agreement each Client acknowledges that he recognizes and understands that differences may exist or become evident during the course of the representation. By signing this Agreement, each client acknowledges his agreement to waive any conflict of interest arising out of, and his consent to, the Firm's joint representation. Each Client agrees to notify the Firm immediately if he becomes aware of any fact or circumstance that raises the possibility his interests are inconsistent with the other Client's with respect to the goals of the representation.

Dated: _____

By: _____
Yurii Lutsenko
Prosecutor General of Ukraine

Dated: _____

By: _____
Kostiantyn Kulyk
Deputy Chief, Dept. of Int'l Legal Cooperation
Prosecutor General's Office of Ukraine

Dated: April 12, 2019

By:  _____
Victoria Toensing
diGenova & Toensing, LLP