

OMB No. 1124-0006; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant Wiley Rein LLP		2. Registration No. 6108
3. Name of Foreign Principal Trident Foundation	4. Principal Address of Foreign Principal 124 Baker Street London W1U 6TY United Kingdom	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input checked="" type="checkbox"/> Other (<i>specify</i>) Non-profit business group </div> </div> <input type="checkbox"/> Individual-State nationality		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
b) Name and title of official with whom registrant deals		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

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.

8. 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.

The Trident Foundation is a non-profit, non-partisan group of Ukrainian businesses with the goal to support a free, independent, democratic, and prosperous Ukraine. Its mission is to build the capacity of government systems and institutions in Ukraine to promote and protect the following rights and freedoms: human rights; freedom of religion; freedom of speech; freedom of press; freedom of assembly; recognition and respect for private property and free enterprise; free elections; and individual privacy. The Trident Foundation's mission also includes promoting the use of a human-rights based approach in program development, and engaging with international human rights efforts led by the United Nations.

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

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

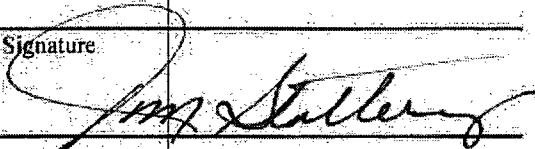
Mr. Sokolov, a Ukrainian citizen, is the founder, director, and chairman of the Trident Foundation. The other members of the Trident Foundation are Mr. Igor Lepeskin, Mr. Oleg Kohan, and Mr. Dmitry Logvin, all of whom are Ukrainian citizens.

10. 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.

Mr. Sokolov, a Ukrainian citizen, is the founder, director, and chairman of the Trident Foundation. The other members of the Trident Foundation are Mr. Igor Lepeskin, Mr. Oleg Kohan, and Mr. Dmitry Logvin, all of whom are Ukrainian citizens.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
July 27, 2014	JIM SLATTERY PARTNER	

OMB No. 1124-0004; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 Wiley Rein LLP	2. Registration No. 6108
3. Name of Foreign Principal Trident Foundation	

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

 Wiley Rein will provide legislative, regulatory, and legal representation to the Trident Foundation in furtherance of its mission to support a free, independent, democratic, and prosperous Ukraine.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Wiley Rein's representation includes providing political consulting services to Yulia Tymoshenko, the former Prime Minister of Ukraine. Wiley Rein's representation may also include encouraging Congress to pass legislation in furtherance of the Trident Foundation's mission as well as educating members of Congress regarding international financial assistance to Ukraine.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

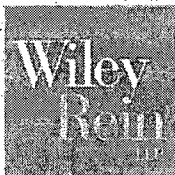
Wiley Rein's representation may include encouraging Congress to pass legislation in furtherance of the Trident Foundation's mission as well as educating members of Congress regarding international financial assistance to Ukraine.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B <i>July 27, 2014</i>	Name and Title <i>JIM SLATTERY PARTNER</i>	Signature <i>Jim Slattery</i>
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Footnote: "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.



Trident Foundation

CONSULTANT AGREEMENT

This agreement is between Trident Foundation, 124 Baker Street, Westminster, London W1 U6 TY, UK, and Wiley Rein, LLP to enable Trident Foundation to receive services from Wiley Rein, LLP under the terms and conditions set forth herein.

1. **Term:** This Agreement is effective from March 1, 2014 through December 2014. A retainer in the amount of \$55,000.00 per month, plus expenses not to exceed \$3,000 without prior client approval, will be billed in advance on the 1st of each month for the term of the contract. This agreement shall automatically extend unless terminated at the choice of either party after 30 days' notice.
2. **Scope:** Wiley Rein, LLP will provide the services, including any reports, documentation and/or deliverables consistent with the directions of Trident Foundation regarding legislative, regulatory and legal representation. The mission of the Trident Foundation is to support a free, independent, democratic prosperous Ukraine.
3. **Acceptance:** Services will be performed in a professional manner, consistent with applicable rules of professional conduct.
4. **Time is of the Essence:** Wiley Rein, LLP will perform services promptly and will meet all time commitments. Wiley Rein, LLP agrees that this is a material term of this agreement.
5. **Independent Contractor:** Wiley Rein, LLP certifies that it is engaged in an independent business and will perform its obligations pursuant to this agreement as an independent contractor and not as the agent or employee of Trident Foundation. Any persons who perform services hereunder will be solely the employees or agents of Wiley Rein, LLP under its sole and exclusive direction and control. Wiley Rein, LLP is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations.
6. **Confidential Information:** Any business or technical information furnished, disclosed or made accessible by Trident Foundation to Wiley Rein, LLP, whether verbally or in writing (including, but not limited to, trade secrets, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation), whether of Trident Foundation or a third party ("Information") is confidential and proprietary, unless otherwise publically available. Wiley Rein, LLP will hold information in confidence and will use it solely for the purpose of providing services.
 - 6.1. Except as expressly provided herein, the receiving party will: (a) not use confidential information of the disclosing party for any purpose other than the

fulfillment of its obligations under this agreement; (b) not disclose confidential information of the disclosing party to any third party (including any affiliate of itself or of the disclosing party) without the prior written consent of the disclosing party; (c) not make any copies of confidential information of the disclosing party without the disclosing party's prior consent; and (d) protect and treat all confidential information of the disclosing party with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The receiving party will only disclose confidential information of the disclosing party to its employees and/or agents who have a "need to know" for purposes of this agreement. The receiving party will notify and inform such employees and/or agents of the receiving party's obligations under this agreement, and the receiving party will be responsible for any breach of this agreement by its employees and/or agents. In the event that the receiving party is required to disclose confidential information of the disclosing party pursuant to law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the confidential information from further disclosure. Notwithstanding the above, Wiley Rein, LLP acknowledges that its communications with Trident Foundation may be subject to the attorney-client privilege. Nothing herein shall be deemed a waiver of such privilege. In the event that communications are protected by attorney-client privilege, Wiley Rein, LLP shall not disclose such communications to any third party without Trident Foundation's consent.

6.2. Upon expiration of this agreement, the receiving party will promptly turn over to the disclosing party, or at the disclosing party's direction destroy, all confidential information of the disclosing party, in whole or in part, in whatever format, including any copies.

7. Advertising and Publicity: Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the prior written permission of the other party.

8. Termination for Convenience; Cancellation: Each party may terminate this agreement, in whole or in part, without further liability, for its convenience upon 30 days prior written notice.

9. Records and Audits: Wiley Rein, LLP will maintain complete and accurate records of all charges incurred on behalf of Trident Foundation under this agreement for a period of twenty-four months from the date of termination of the agreement. Trident Foundation will have the right to inspect Wiley Rein, LLP's records upon reasonable notice and to retain copies thereof.

10. Assignment and Delegation: No rights or interests in the agreement will be assigned by Wiley Rein, LLP (including the hiring of subcontractors to perform any part of services) without the prior written consent of Trident Foundation.

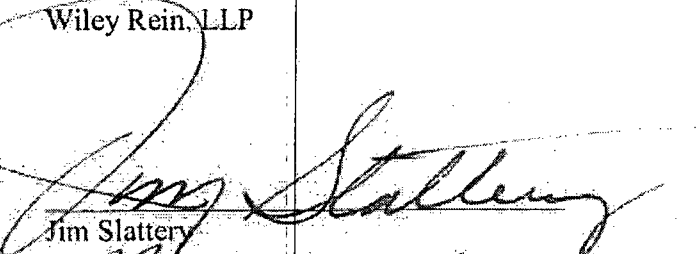
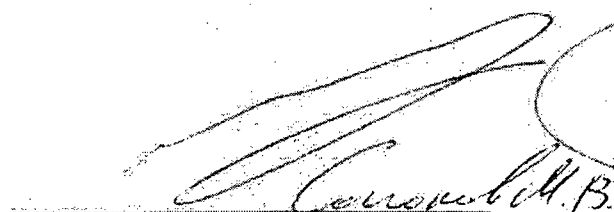
11. Modifications or Amendments: No modifications or amendments will be made to this agreement unless in writing and signed by the parties.

12. Conflicts: Trident Foundation understands and acknowledges that Wiley Rein, LLP, a law firm, represents and provides legal and consulting services to many other companies and individuals. It is possible that, during the time that Wiley Rein, LLP is providing services to Trident Foundation under this agreement, some of Wiley Rein, LLP's present or future clients will have actual or positional differences and disputes with Trident Foundation. Wiley Rein, LLP shall notify Trident Foundation of any services it is performing, or will perform, for any third party which will be directly adverse to Trident Foundation's interest. This provision shall not be considered a waiver of any conflicts of interest. In addition to other remedies available to Trident Foundation, in the event that Wiley Rein, LLP does perform services for a third party that are directly adverse to Trident Foundation's interest, Trident Foundation may immediately terminate this agreement without notice or further liability.

The parties, intending to be legally bound, have caused this agreement to be executed on the dates set forth below.

Trident Foundation

Jim Slattery
Partner
Wiley Rein, LLP



Client Contact

Jim Slattery

(Date)

(Date)

March 1, 2014



Billing Policies And Procedures

(As of January 1, 2012)

This statement to our clients explains briefly the Firm's billing policies and procedures. Should you have any questions concerning these policies and procedures, please do not hesitate to contact us at any time.

In the absence of an explicit agreement to the contrary, our fees for professional services will be determined as follows --

- (1) The portion of our fees attributable to a particular attorney, consultant, or legal assistant is a multiple of: (a) the billing rate for that individual, and (b) the number of hours that he or she devotes in a given month to the provision of professional services for you.
- (2) The total charge for professional services for a given month is the sum of the individual calculations described in the preceding sentence.

For the purpose of the calculations described above, the firm assigns a particular billing rate to each individual providing professional services. The billing rates currently range from \$150.00 to \$305.00 per hour for legal support personnel, from \$305.00 to \$520.00 per hour for associates, from \$220.00 to \$690.00 per hour for of counsel and consultants, and from \$530.00 to \$920.00 per hour for partners. Our hourly rates are adjusted periodically and may change during the course of an engagement.

In the course of our representation, we are likely to be asked to provide your auditors with an audit letter response. In ordinary circumstances, we will charge you a flat \$500 fee for preparation of a routine audit letter response, and a \$250 fee for the routine update of a prior response. If, however, the response requires discussion or reporting of complex issues, additional hourly legal fees would be incurred, based on our standard billing rates.

In addition to our fees for legal services, we also charge separately for various support services such as long distance telephone services, computerized legal research, local messenger services, desk-top publishing, secretarial overtime, in-house photocopying, facsimile transmission, and off-site client document storage. Likewise, expense disbursements for airplane tickets, hotel charges, local transportation, outside copying and courier services, court reporters, expert

witnesses and other expenses incurred on behalf of a client are itemized separately. Large disbursement billings may be forwarded to the client for direct payment to the supplier.

We ordinarily render our billing statements on a monthly basis, except for certain substantial commercial transactions which may, upon approval by the Firm's Administrative Committee, be billed at the completion of the transaction or matter. We make every effort to include charges for support services and disbursements in the statement for the month in which they are incurred. Charges which are not available until the following months (e.g., long distance telephone service) will appear on the monthly statement as soon as they are available, or on a supplemental statement if received after our work on a matter is completed.

Billing statements are due and payable upon receipt. Clients whose statements are not paid within 60 days of the statement date will be assessed a late charge on the unpaid balance at a rate of 1% per month. In addition, the Firm reserves the right to withdraw from further representation in the event of non-payment of statements.

It is our policy to obtain an advance retainer from new clients. The amount and terms of each individual retainer arrangement are determined by the Firm's Finance Committee in consultation with the billing attorney. On occasion, we may require an advance retainer from existing clients, or an increase in a prior retainer, depending upon payment history or significant changes in the scope of work. For example, if a counseling matter evolves into actual litigation, we will often require an increased retainer to reflect the expected higher level of activity.

During the course of our work on a matter, we may provide an estimate of anticipated fees in response to a client request for budgeting information. Because of the inevitable uncertainties involved, such estimates are only an approximation of potential fees and cannot be considered a maximum fee quotation.

If you have any questions concerning specific charges included in your billing statement, or wish to discuss further any of our billing policies and procedures, please feel free to contact us.

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