

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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 Morrison & Foerster LLP	2. Registration Number 7103
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3. Primary Address of Registrant 2100 L Street, Suite 900, Washington, DC 20037
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4. Name of Foreign Principal Office of the President of Ukraine	5. Address of Foreign Principal Bankova St., 11, Kyiv UKRAINE 01220
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6. Country/Region Represented UKRAINE
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7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) \_\_\_\_\_

☐ Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
Office of the President of Ukraine

b) Name and title of official with whom registrant engages  
Rostyslav Shurma, Deputy Chief of Staff

<sup>1</sup> "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.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. 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.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. 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.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

03/28/2022John Smith/s/John Smith

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
3/28/22	John Smith	John Smith



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

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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  
Morrison & Foerster LLP

2. Registration Number  
7103

3. Name of Foreign Principal  
Office of the President of Ukraine

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. What is the date of the contract or agreement with the foreign principal? 03/24/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advising the Office of the President of Ukraine on regulatory issues, including U.S., EU, and UK sanctions regimes.

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

Registrant's advice to the Office of the President of Ukraine may include: analyzing regulatory regimes, contextualizing new policies and actions, providing guidance on and assisting with U.S. government engagement, and updating advice in response to emerging conditions. At the direction of the Office of the President, registrant may also confer with and provide counsel on the same topics to other agencies of the government of Ukraine, including the Ministry of Economy, Ministry of Justice, and Ministry of Foreign Affairs.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to Item 9.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

03/28/2022

John Smith

/s/John Smith



EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
3/28/22	John Smith	John Smith

**MORRISON | FOERSTER**

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LONDON, LOS ANGELES, NEW YORK,  
PALO ALTO, SAN DIEGO, SAN FRANCISCO,  
SHANGHAI, SINGAPORE, TOKYO,  
WASHINGTON, D.C.

March 22, 2022

Writer's Direct Contact  
+1 (202) 887.1514  
JohnSmith@mofocom

Rostyslav Shurma  
Deputy Chief of Staff  
Office of the President of Ukraine  
Bankova St.  
11  
Kyiv  
Ukraine, 01220

Re: Engagement to Perform Legal Services

Dear Mr. Shurma:

Morrison & Foerster LLP ("Morrison & Foerster," the "firm," or "we") is pleased to provide the Office of the President of Ukraine ("you"), our client, with legal services on a pro bono basis, that is, without charge for our time. This engagement letter sets forth the basic terms of our agreement to perform those legal services.

While we might ordinarily prefer to choose a less formal method of confirming the terms of our engagement than in a written statement such as this, it has been our experience that a letter is useful both to the firm and to the client. In addition, the firm is required by law to state these matters in writing in some situations. In any event, we ask that you carefully review this letter. If it correctly states your understanding of your, and our, commitments and responsibilities, please sign the enclosed copy of this letter and return it to me at your earliest convenience. If you have any questions about what is stated in this letter, please do not hesitate to contact me or another attorney in the firm who is familiar with this engagement.

1. **Scope of Representation.** You have requested that we provide advice to the Office of the President of Ukraine, including analyzing regulatory regimes, contextualizing new policies and actions, providing guidance on and assisting with U.S. government engagement, and updating our advice in response to emerging conditions. We understand that at the direction of the Office of the President, we may also confer and provide counsel on the same topics to other agencies of the Government of Ukraine, including the Ministry of Economy, the Ministry of Foreign Affairs, and the Ministry of Justice. All materials prepared in the course of this engagement will be for internal use only, unless as otherwise agreed to by us.



**MORRISON | FOERSTER**

March 22, 2022

Engagement to Perform Legal Services

Page Two

2. **Services Pro Bono Publico.** We will provide these services to you without charge for our time and without compensation.
3. **Costs and Disbursements.** We will pay all out-of-pocket costs and disbursements that we incur in this engagement.
4. **General Responsibilities of Attorney and Client.** We will keep you informed of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. We understand that you will cooperate fully with us by, for example, promptly and accurately responding to our requests to provide us with such factual information and documents as we require to perform the services. By your signature below, you agree that the firm may control its staffing and the expenditure of its time and resources on this matter. You also agree that the firm may terminate its legal services and withdraw from this engagement, subject, of course, to our ethical and professional obligations, in the event that you or your representative fails to cooperate with us as described here or instructs the firm to undertake a course of conduct contrary to our professional advice to you.
5. **Waiver of Future Conflict.** Our agreement to represent you is conditioned upon the understanding that we are free to represent any clients (including legal adversaries) and to take positions adverse to you (whether involving the same substantive area of law for which you have retained us or some other unrelated area, and whether involving business transactions, counseling, litigation, or otherwise), if those matters do not involve the same factual and legal issues as matters for which you have retained us or may hereafter retain us.
6. **Data Protection.** You and Morrison & Foerster LLP may exchange personal information in the course of our provision of legal services. Morrison & Foerster LLP and its affiliates will treat personal information in a manner consistent with our online privacy policy. To view our policy, please visit [www.mofo.com/about/privacy-policy.html](http://www.mofo.com/about/privacy-policy.html). We will seek to keep personal information and all other information that you supply to us confidential. You agree that you have the right to provide personal information to Morrison & Foerster LLP and its affiliates and that you will provide any requisite notice to individuals and ensure that there is a proper legal basis for Morrison & Foerster LLP to use the personal information for the purposes detailed in our online privacy policy.
7. **Engagement Limited to Identified Client.** By your signature below, you confirm that, unless we otherwise agree in writing, our engagement is solely with the Office of the President of the Ukraine, other Ukrainian Government agencies, and their members in their official capacities. By entering into this agreement, we do not represent any other individuals or entities that are not named as clients in this letter, whether or not affiliated with you.

MORRISON | FOERSTER

March 22, 2022

Engagement to Perform Legal Services

Page Three

8. Internal Communications. There are occasions when lawyers in our firm find it useful and helpful to discuss our professional obligations to you with lawyers experienced in such matters. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either the firm's in-house general counsel or, if we choose, outside counsel), we have your consent to do so. Any such communications are and will be deemed to be communications protected by the firm's attorney-client privilege, and our representation of you shall not, thereby, waive any attorney-client privilege that the firm may otherwise have protecting the confidentiality of our communications with counsel.

9. Termination of Attorney-Client Relationship. You acknowledge and agree that our attorney client relationship with you will be considered terminated, without the need for further written confirmation, when six months have elapsed with no services provided to you. Thereafter, should you re-engage the Firm to represent you, you agree that the terms of this letter shall apply to any matters that we handle for you unless a new engagement letter has been signed.

Should you ever wish to discuss any matter relating to our legal representation, do not hesitate to call me directly, or to speak to one of our other attorneys who is familiar with this engagement.

If the preceding arrangements are satisfactory, please acknowledge your acceptance and approval of them by signing a copy of this letter and returning it to us. Please note that your instructing us or continuing to instruct us on this matter prior to your return of a counter-signed copy of this letter will constitute your full acceptance of the terms set out above.

I look forward to working with you

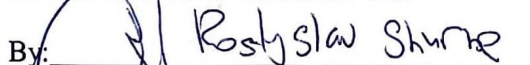
Sincerely,



John E. Smith

APPROVED AND AGREED TO:

By:



Office of the President of Ukraine

Date:

24/03/2022