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OMB No. 1124-0006; Expires September 30, 2029

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 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
Mr. Richard Bainter

2. Registration Number
7787

3. Primary Address of Registrant
P.O. Box 17262, San Diego, CA 92177

4. Name of Foreign Principal
Ukrainian Legal Advisory Group

5. Address of Foreign Principal
V45 Business Centre, Office 304, 45 Vozdvyzhenska street
Kyiv
UKRAINE

6. Country/Region Represented
UKRAINE

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☒ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

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.

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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.

The organization provides legal research, analysis, strategic litigation and advocacy in support of victims and survivors of grave crimes committed during Russia's war of aggression.

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 ☐

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

Item 10(b) Subsidized: The organization has received financial support from the U.S. Embassy, Kyiv and from the Embassy of the Kingdom of the Netherlands, Kyiv

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.

The organization is an NGO that was founded, and is directed, by Nadia Volkova

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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
10/06/2026	Richard Bainter	Sign	/s/Richard Bainter
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
10/6/2026	Richard Bainter	

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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 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	2. Registration Number
Mr. Richard Bainter	7787

3. Name of Foreign Principal

Ukrainian Legal Advisory Group

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 06/24/2026

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

The registrant provides pro bono legal and political advice to the foreign principal on matters related to the detention of three OSCE employees by Russian authorities.

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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.

The registrant provides legal research and analysis, political analysis and may occasionally meet with relevant stakeholders in international institutions, the U.S. government or other foreign governments in support of efforts to obtain the release of three detained OSCE employees. Registrant provides these services on a voluntary basis, without compensation.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.[1]

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.

Meetings with U.S. government officials to obtain and convey information about efforts to obtain the release of 3 OSCE employees imprisoned in Russia. Meetings will include advocacy to obtain U.S. government support for those efforts.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including 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.

On June 10, 2026 the registrant met with staff from Representative Steve Cohen, in his capacity as ranking member of the Helsinki Commission, to discuss recent efforts to obtain the release of the three OSCE employees. On June 11, 2026, the registrant met with staff to the Helsinki Commission to discuss recent efforts to obtain the release of the three OSCE employees.

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

Date	Contact	Method	Purpose
06/10/2026	Rachel Citron Cotton, Rep. Steve Cohen's Office	In-person	To discuss efforts to obtain the release of 3 OSCE employees imprisoned in Russia
06/11/2026	Bakhti Nishanov and Shannon Simrell, staff to the Commission on Security and Cooperation in Europe	In-person	To discuss efforts to obtain the release of 3 OSCE employees imprisoned in Russia

12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration 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

13. During the period beginning 60 days prior to the obligation to register[4] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☒ No ☐

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

Date	Recipient	Purpose	Amount/Thing of Value
06/09/2026-06/09/2026	Holiday Inn	Hotel stay in Washington DC	$ 201.02
		Total	$ 201.02

1 "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.

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

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EXECUTION

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Date	Printed Name		Signature
10/27/2026	Richard Bainter	Sign	/s/Richard Bainter
		Sign	
		Sign	
		Sign	

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10/6/2026	Richard Bainter	

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MEMORANDUM OF UNDERSTANDING

on the Coordination of Advocacy Activities
in Support of the Immediate Release of
Dmytro Shabanov, Maksym Petrov, and Vadym Golda,
OSCE Staff Members Unlawfully Detained by the Russian Federation

This Memorandum of Understanding (**"Memorandum"**) is entered into as of 24 June 2026, by and between:

Ukrainian Legal Advisory Group (**"ULAG"**), a non-governmental organization registered under the laws of Ukraine (USREOU Code: 42313316), represented by Director Nadiya Volkova, acting on the basis of the Statute, with its registered address in Ukraine,

and

Richard Bainter (**"the Adviser"**), an attorney admitted to practice under the laws of the United States of America, residing in the United States of America,

each referred to individually as a "Party" and collectively as the "Parties".

Dmytro Shabanov, Maksym Petrov, and Vadym Golda (**"the Detained Individuals"**) were members of the OSCE Special Monitoring Mission to Ukraine, operating pursuant to OSCE Permanent Council Decision No. 1117 of 21 March 2014. They were detained by the Russian Federation on occupied Ukrainian territory while performing their official duties. The Russian Federation bears obligations under international humanitarian law and international human rights law with respect to their treatment and release. The Parties share the conviction that coordinated advocacy at the international level is necessary to secure the immediate and unconditional release of the Detained Individuals.

ARTICLE 1. PURPOSE AND NATURE OF THE RELATIONSHIP

1.1. This Memorandum establishes a framework for voluntary coordination of advocacy activities between ULAG and the Adviser, directed at securing support for the immediate and unconditional release of the Detained Individuals.

1.2. This Memorandum is **not** a legal services agreement and does not create an attorney-client relationship between ULAG and the Adviser. The Adviser acts as a voluntary advocacy partner, coordinating with ULAG in accordance with this Memorandum, and does not undertake legal representation of ULAG or of the Detained Individuals. Any future legal representation of the Detained Individuals would require a separate written agreement and the informed consent of each individual concerned.

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1.3. The Adviser participates entirely on a pro bono basis. Any out-of-pocket expenses incurred by the Adviser in connection with activities under this Memorandum shall be borne by the Adviser unless otherwise separately agreed by the Parties in writing. ULAG may, at its sole discretion and subject to the availability of funding and resources, consider reimbursing pre-approved and documented expenses, including transportation, interpretation, and similar costs. Nothing in this Memorandum shall be construed as creating any obligation, financial or otherwise, on the part of ULAG to reimburse such expenses.

ARTICLE 2. SCOPE OF ACTIVITIES

2.1. The Adviser may undertake the following activities in coordination with ULAG:

2.1.1. Advocacy engagement – conducting meetings, consultations, and communications with relevant stakeholders in the United States and at international institutions operating in the United States, including members of the U.S. Congress and their staff; representatives of the Department of State, the National Security Council, and other relevant federal executive bodies; embassies of foreign states in the United States; representations of international organizations (OSCE, UN, ICRC, and others); and U.S. and international human rights organizations, media, and think tanks.

2.1.1. Transmission of agreed positions – conveying to stakeholders the advocacy positions agreed by the Parties regarding the unlawfulness of the detention, the necessity of the Detained Individuals' immediate release, and the responsibility of the Russian Federation.

2.1.1. Legal opinion for advocacy purposes – at ULAG's request and subject to the Adviser's capacity, providing written or oral analysis on matters relevant to the mandate, including the legal status and immunities of OSCE personnel, applicable norms of international humanitarian law, and relevant international protection mechanisms. Such analysis may be used by both Parties in their advocacy activities as agreed under Article 3.

2.2. The above is a description of the anticipated scope of the Adviser's activities. It does not preclude other forms of assistance that the Parties may agree upon in writing.

ARTICLE 3. COORDINATION

3.1. Upon signing, ULAG shall designate in writing its Contact Person(s) authorised to provide the Adviser with guidance, align positions, and take decisions on behalf of ULAG. Any change in Contact Person(s) shall be communicated without delay.

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3.2. The Adviser shall operate within the framework of positions agreed with ULAG's Contact Person(s). Prior to any significant advocacy meeting or stakeholder engagement, the Adviser shall seek to align key messages with ULAG in advance. Where prior alignment is not practicable due to urgency, the Adviser may act on the basis of previously agreed general positions and shall inform ULAG's Contact Person(s) promptly thereafter.

3.3. The Parties shall hold a joint coordination call or meeting no less than once per calendar month, and on an ad hoc basis at the request of either Party, to exchange updates on advocacy activities, planned engagements, and any identified risks or opportunities. The Adviser shall provide updates on significant meetings and their results as they occur.

3.4. The use of any legal analysis provided under Article 2.1.3 in the public domain or before external stakeholders shall be agreed between the Parties on a case-by-case basis.

ARTICLE 4. CONFIDENTIALITY

4.1. All information exchanged between the Parties in the course of this Memorandum is confidential and shall not be disclosed to third parties without the prior written consent of the other Party, except where disclosure is required by applicable law or a binding court order. Where legally compelled to disclose, the disclosing Party shall notify the other Party as early as legally permissible, limit disclosure to the minimum information required, and cooperate in seeking available protective measures.

4.2. Personal data of the Detained Individuals and members of their families shall be processed solely for the purposes set out in this Memorandum and in compliance with applicable data protection legislation.

4.3. Confidentiality obligations survive the termination of this Memorandum.

ARTICLE 5. TERM AND TERMINATION

5.1. This Memorandum enters into force upon signing and remains in effect for twelve (12) months, unless extended by mutual written agreement or terminated earlier in accordance with this Article.

5.2. Either Party may terminate this Memorandum upon fourteen (14) calendar days' written notice. The Memorandum terminates automatically upon the confirmed release and repatriation of all three Detained Individuals, or upon the written agreement of the Parties.

5.3. Upon termination, the Adviser shall, within a reasonable time, provide ULAG with a summary of the current status of the advocacy campaign, outstanding contacts, and any recommended next steps.

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ARTICLE 6. GENERAL PROVISIONS

6.1. This Memorandum constitutes the entire agreement of the Parties with respect to its subject matter. Any amendment is valid only if made in writing and signed by both Parties.

6.2. Should any provision be found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.3. Any dispute shall first be subject to good-faith consultations between the Parties. This Memorandum is executed in two originals in the English language, each having equal legal force.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

FOR ULAG

Nadiya Volkova, Director

Ukrainian Legal Advisory Group

Date: 24 June 2026

FOR THE ADVISER

Richard Bainter

Date: 24 June 2026

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Nonofficial translation to Ukrainian

МЕМОРАНДУМ ПРО ВЗАЄМОРОЗУМІННЯ

щодо координації адвокаційної діяльності на підтримку негайного звільнення Дмитра Шабанова, Максима Петрова та Вадима Голди, співробітників ОБСЄ, які незаконно утримуються Російською Федерацією

Цей Меморандум про взаєморозуміння («Меморандум») укладено «24» червня 2026 року між:

Юкрейніан Лігал Адвайзорі Груп («ULAG»), неурядовою організацією, зареєстрованою відповідно до законодавства України (код ЄДРПОУ: 42313316), в особі директорки Надії Волкової, яка діє на підставі Статуту, із зареєстрованим місцезнаходженням в Україні,

та

Річардом Бейнтером («Радник»), адвокатом, допущеним до адвокатської практики відповідно до законодавства Сполучених Штатів Америки, який проживає у Сполучених Штатах Америки,

кожен окремо іменується «Сторона», а разом — «Сторони».

Дмитро Шабанов, Максим Петров та Вадим Голда («Утримувані особи») були членами Спеціальної моніторингової місії ОБСЄ в Україні, що діяла відповідно до Рішення Постійної ради ОБСЄ № 1117 від 21 березня 2014 року. Вони були затримані Російською Федерацією на окупованій території України під час виконання своїх службових обов'язків. Російська Федерація несе зобов'язання щодо поводження з ними та їхнього звільнення відповідно до міжнародного гуманітарного права та міжнародного права прав людини. Сторони поділяють переконання, що скоординована адвокаційна діяльність на міжнародному рівні є необхідною для забезпечення негайного та безумовного звільнення Утримуваних осіб.

СТАТТЯ 1. МЕТА ТА ХАРАКТЕР ВІДНОСИН

1.1. Цей Меморандум встановлює рамки добровільної координації адвокаційної діяльності між ULAG та Радником, спрямованої на забезпечення підтримки негайного та безумовного звільнення Утримуваних осіб.

1.2. Цей Меморандум не є договором про надання правничих послуг і не створює відносин адвокат–клієнт між ULAG та Радником. Радник діє як добровільний партнер з адвокації, координуючи свою діяльність з ULAG відповідно до цього Меморандуму, та не здійснює юридичне представництво ULAG або Утримуваних осіб. Будь-яке майбутнє

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юридичне представництво Утримуваних осіб вимагатиме окремої письмової угоди та усвідомленої згоди кожної відповідної особи.

1.3. Радник бере участь у діяльності виключно на безоплатній (pro bono) основі. Будь-які фактичні витрати, понесені Радником у зв'язку з діяльністю в межах цього Меморандуму, покриваються самим Радником, якщо інше не буде окремо письмово погоджено Сторонами. ULAG може на власний розсуд та за умови наявності відповідного фінансування і ресурсів розглянути можливість відшкодування попередньо погоджених та документально підтверджених витрат, включаючи транспортні витрати, витрати на переклад та інші подібні витрати. Жодне положення цього Меморандуму не повинно тлумачитися як таке, що створює для ULAG будь-який обов'язок, фінансовий чи інший, щодо відшкодування таких витрат.

СТАТТЯ 2. ОБСЯГ ДІЯЛЬНОСТІ

2.1. Радник може здійснювати такі види діяльності у координації з ULAG:

2.1.1. Адвокаційна взаємодія – проведення зустрічей, консультацій та комунікації з відповідними заінтересованими сторонами у Сполучених Штатах та міжнародних інституціях, що діють у США, включаючи членів Конгресу США та їхніх співробітників; представників Державного департаменту, Ради національної безпеки та інших відповідних федеральних органів виконавчої влади; посольств іноземних держав у США; представництв міжнародних організацій (ОБСЄ, ООН, МКЧХ та інших); а також американських і міжнародних правозахисних організацій, засобів масової інформації та аналітичних центрів.

2.1.2. Донесення узгоджених позицій – доведення до відома заінтересованих сторін адвокаційних позицій, погоджених Сторонами, щодо незаконності утримання, необхідності негайного звільнення Утримуваних осіб та відповідальності Російської Федерації.

2.1.3. Правовий висновок для цілей адвокації – на запит ULAG та за наявності можливості у Радника, надання письмового або усного аналізу з питань, що стосуються цього мандату, включаючи правовий статус та імунітети персоналу ОБСЄ, застосовні норми міжнародного гуманітарного права та відповідні міжнародні механізми захисту. Такий аналіз може використовуватися обома Сторонами у їхній адвокаційній діяльності відповідно до домовленостей, передбачених статтею 3.

2.2. Вищезазначене є описом очікуваного обсягу діяльності Радника. Це не виключає інших форм допомоги, які Сторони можуть погодити у письмовій формі.

СТАТТЯ 3. КООРДИНАЦІЯ

3.1. Після підписання ULAG письмово визначає свою контактну особу (осіб), уповноважену надавати Раднику рекомендації, узгоджувати позиції та

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ухвалювати рішення від імені ULAG. Про будь-які зміни контактної особи (осіб) повідомляється без невиправданої затримки.

3.2. Радник діє в межах позицій, узгоджених із контактною особою (особами) ULAG. Перед будь-якою важливою адвокаційною зустріччю або взаємодією із заінтересованими сторонами Радник прагне завчасно узгодити ключові повідомлення з ULAG. Якщо попереднє узгодження є неможливим через нагальність обставин, Радник може діяти на підставі раніше погоджених загальних позицій і невідкладно поінформувати про це контактну особу (осіб) ULAG.

3.3. Сторони проводять спільний координаційний дзвінок або зустріч не рідше одного разу на календарний місяць, а також за потреби на запит будь-якої зі Сторін, для обміну інформацією щодо адвокаційної діяльності, запланованих заходів, а також виявлених ризиків чи можливостей. Радник інформує про важливі зустрічі та їх результати у міру їх проведення.

3.4. Використання будь-якого правового аналізу, наданого відповідно до пункту 2.1.3, у публічному просторі або перед зовнішніми заінтересованими сторонами погоджується між Сторонами окремо в кожному конкретному випадку.

СТАТТЯ 4. КОНФІДЕНЦІЙНІСТЬ

4.1. Уся інформація, якою Сторони обмінюються в межах цього Меморандуму, є конфіденційною і не підлягає розголошенню третім особам без попередньої письмової згоди іншої Сторони, за винятком випадків, коли таке розкриття вимагається чинним законодавством або обов'язковим судовим рішенням. Якщо Сторона юридично зобов'язана розкрити інформацію, вона повинна повідомити про це іншу Сторону якомога раніше в межах, дозволених законом, обмежити розкриття мінімально необхідним обсягом інформації та співпрацювати щодо застосування доступних заходів захисту.

4.2. Персональні дані Утримуваних осіб та членів їхніх сімей обробляються виключно для цілей, визначених цим Меморандумом, та відповідно до застосовного законодавства про захист персональних даних.

4.3. Зобов'язання щодо конфіденційності зберігають чинність після припинення дії цього Меморандуму.

СТАТТЯ 5. СТРОК ДІЇ ТА ПРИПИНЕННЯ

5.1. Цей Меморандум набирає чинності з моменту підписання та діє протягом дванадцяти (12) місяців, якщо інше не буде письмово погоджено Сторонами або якщо його дію не буде припинено раніше відповідно до цієї статті.

5.2. Будь-яка зі Сторін може припинити дію цього Меморандуму шляхом надання письмового повідомлення за чотирнадцять (14) календарних днів.

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Дія Меморандуму автоматично припиняється після підтвердженого звільнення та репатріації всіх трьох Утримуваних осіб або за письмовою згодою Сторін.

5.3. Після припинення дії Меморандуму Радник протягом розумного строку надає ULAG узагальнену інформацію про поточний стан адвокаційної кампанії, наявні контакти та рекомендовані подальші кроки.

СТАТТЯ 6. ЗАГАЛЬНІ ПОЛОЖЕННЯ

6.1. Цей Меморандум становить повну домовленість Сторін щодо його предмета. Будь-які зміни до нього є чинними лише за умови їх письмового оформлення та підписання обома Сторонами.

6.2. Якщо будь-яке положення буде визнано недійсним або таким, що не підлягає виконанню, інші положення залишаються чинними та зберігають повну юридичну силу.

6.3. Будь-який спір спочатку підлягає врегулюванню шляхом добросовісних консультацій між Сторонами.

6.4. Цей Меморандум складено у двох оригінальних примірниках англійською мовою, кожен з яких має однакову юридичну силу.

НА ПІДТВЕРДЖЕННЯ ЧОГО

Сторони підписали цей Меморандум про взаєморозуміння станом на дату, зазначену вище.

ULAG

Надія Волкова, директор

Юкрейніал Лігал Адвайзорі Груп

Дата: 24 червня 2026 року

РАДНИК

Річард Бейнтер

Дата: 24 червня 2026 року

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