



February 01, 2021

Thomas H. Quinn
T 202.244.4761
F 202.244.4006
THQuinn@venable.com

H.E. Ambassador Fitsum A. Gebrekidan
Embassy of Ethiopia
3506 International Drive, NW
Washington, D.C. 20008

Dear Ambassador Fitsum,

The purpose of this letter is to confirm our engagement as counsel and to set forth the terms of the engagement. Our representation of the Embassy of Ethiopia will include federal governmental relations matters in Washington, D.C.

I will be the responsible partner in charge of this matter. We have agreed to a monthly retainer of \$35,000. The monthly fee will cover all normal costs associated with our representation. Any exorbitant costs such as international travel will be in addition to the retainer and require advanced approval by the Embassy before they are incurred. Our initial representation will go through April 30, 2021 but may be extended beyond this date as mutually agreed to by both parties. Either party can terminate the agreement by providing 30 days written notice to the other party.

The enclosed Terms of Engagement will govern and control our engagement relationship and are incorporated in this letter by reference. While I have never had to use a formal dispute process, our firm requires that any dispute between the Firm and Client be submitted to binding arbitration rather than court proceedings. Also, we agree not to perform governmental affairs work for any client that may be in opposition to the Embassy of Ethiopia. However, other attorneys may perform unrelated legal work that is not substantially related to our work for you that would fall under an advanced waiver.

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I trust that the provisions of this letter, including the enclosed Terms of Engagement, are acceptable to you. Venable encourages candid discussion about fees and invoices. Please confirm your agreement to this letter and the enclosed Terms of Engagement by signing below as indicated.

Again, thank you for selecting Venable LLP as your counsel, and we very much look forward to working with you on this matter.

Very truly yours,

Thomas H. Quinn
Partner

Loren K. Aho
Policy Advisor

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING LETTER AND ENCLOSED TERMS OF ENGAGEMENT AND AGREES TO RETAIN VENABLE LLP ON THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN.

Embassy of Ethiopia

Fitsum A. Gebrekidan
Ambassador Extraordinary Plenipotentiary
February 01, 2020