



December 5, 2020

Via Electronic Mail Only

John Eastman

Redacted

Re: Engagement Letter for Legal Services

Mr. Eastman,

Upon the proper signatures by all parties hereto, this letter will serve as a Legal Services Engagement Agreement (the "Agreement") between yourself ("Attorney"), Donald J. Trump, in his capacity as a candidate for President of the United States, and Donald J. Trump for President, Inc., a principal campaign committee located at **Redacted** (the "Campaign" and, collectively with candidate Donald J. Trump, the "Client").

The Attorney agrees to represent the Client, as its interests may appear, in connection with the 2020 presidential general election, including potential litigation matters and matters related to the Electoral College. The Attorney has performed a conflict of interest check and determined that there are no current conflicts of interest that could affect the Attorney's representation of the Client in connection with the above-described matter. In the future, if the Client wishes the Attorney to represent the Campaign in any other matter that representation should be the subject of additional discussions.

IDENTIFICATION OF CLIENT

The Attorney owes certain professional obligations to the Client. With respect to the matters set forth in this letter, Donald J. Trump for President, Inc. is a client. This client relationship includes President Donald J. Trump in his capacity as a candidate for elected office. As this matter proceeds, the Attorney will be seeking to foster and protect these interests as best it can.

SCOPE OF ENGAGEMENT AND EXPECTATIONS

The Client has asked the Attorney to represent the Client in federal litigation matters in relation to the 2020 presidential general election, including election matters related to the Electoral College. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client actually engages the Attorney after the completion of the representation to provide additional advice on issues arising from the representation, the Attorney has no continuing obligation to advise the Client with respect to future legal developments. If the Client would like the Attorney to represent

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the Client on other matters, such representation should be the subject of a separate engagement letter executed by the parties.

FEES; COSTS; BILLING AND PAYMENT; COSTS OF COLLECTION

Fees: Attorney agrees to provide these services in a personal volunteer capacity. Under the personal volunteer activity exemption, an individual may volunteer personal services to the campaign without contributing to the campaign as long as the individual is not compensated by anyone for the services. *See* 11 C.F.R. § 100.74.

Costs and Expenses: Reasonable out-of-pocket costs and expenses, such as reasonable travel, filing fees, and other miscellaneous expenses identifiable to the Client's matter will be billed monthly, and will be appropriately described on an invoice. All such charges described in this paragraph shall be billed to the Client on an actual-cost basis, without mark-up or profit of any kind.

The Attorney shall send invoices to the Campaign for services rendered in the month of billing. Such invoices shall be sent to ap@donaldtrump.com.

Disclosure on Client's Regulatory Reports: The Attorney acknowledges and agrees the Attorney may appear on the Campaign's regulatory reports with the Federal Election Commission if the form of expense payment requires such disclosure.

ADDITIONAL REPRESENTATION TERMS

Client will, at all times, have the right to terminate this Agreement and discontinue use of the Attorney's services upon prior written notice. The Attorney too will at all times have the right to terminate its professional relationship with the Client within the bounds of the Attorney's ethical obligations.

The Attorney will always treat the Client's information with the utmost confidence. The existence of the Attorney's representation of the Client in certain matters, such as regulatory filings or litigation, may become publicly known. Even for such public representations, the Attorney will not put the Client's name on the Attorney's website or widely distributed marketing materials without the Client's explicit written permission.

RETENTION OF CLIENT FILE

During the course of representation, the Attorney will maintain a file containing records, documents and materials pertaining to the Client's matters which may include correspondence, pleadings, transcripts, reports, exhibits, records, contracts, disclosures, certificates or other documents (the "Client File"). The Client File is the Client's property. In addition, the Attorney may store documents reflecting attorney notes, drafts, work product or mental impressions ("Attorney Work Product") in the file. Attorney Work Product is the property of the Attorney. The Client will have the right to take possession of the Client File, excluding Attorney Work Product. If the Client elects to do so, the Attorney may make and retain copies of the Client File. If the Client does not take possession of the Client File at matter conclusion, the Client File will be retained for ten (10) years. At the end of the Retention Period, the Attorney will have no further

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responsibility for the retention and maintenance of the Client File and may destroy all or parts of the Client File without further notice to the Client.

We look forward to working with you on this matter and subject to the terms of this Agreement.

Sincerely,

Cc: Bradley Crate, Campaign Treasurer

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The parties have caused this Agreement to be executed on their behalf by their respective, duly authorized, proper signatories.

ACCEPTED AND AGREED TO:

For Donald J. Trump:

For Donald J. Trump for President, Inc.:

Donald J. Trump

Bradley Crate, Treasurer

Date

Date

For Attorney:

John Eastman

Date