



U.S. Department of Justice
Criminal Division

Ephraim (Fry) Wernick
Fraud Section
Direct dial: (202) 307-3952

Bond Building
1400 New York Ave., NW
Washington, DC 20530

November 29, 2016

John R. Sandweg, Esq.
1401 H Street, NW #875
Washington, DC 20005

Re: Aleksander Onishchenko

Dear Mr. Sandweg:

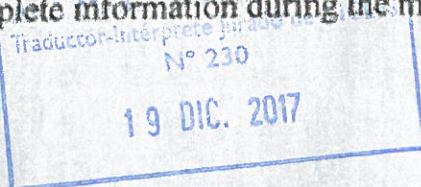
You have indicated that your client, Aleksander Onishchenko (hereinafter "Client"), is interested in providing information to the government.

With respect to the meeting between the government, Client and yourself, currently scheduled for November 29, 2016 (hereinafter "the meeting"), the government will be represented by a prosecutor from the U.S. Department of Justice, Criminal Division, Fraud Section, and agents from Homeland Security Investigations. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) **THIS IS NOT A COOPERATION AGREEMENT.** Client has agreed to provide information to the government, and to respond to questions truthfully and completely. By receiving Client's proffer, the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United



States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

MARIA AYALA CASILLAS
Interprete de INGLÉS
19 DIC. 2017

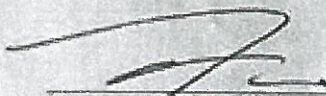
(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings exist between Client and the government regarding Client's provision of information or evidence to the government.

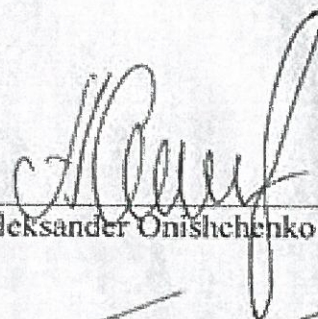
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

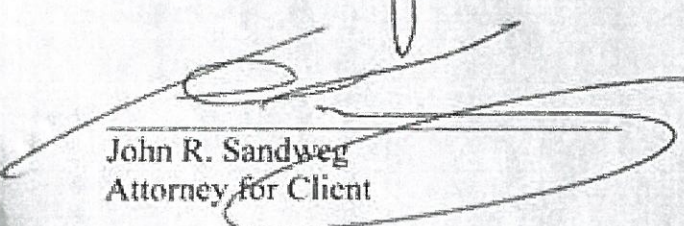
Dated: 11/29/16

At: DC

ANDREW WEISSMANN
Chief, Fraud Section

By: 
Ephraim (Fry) Wernick
Trial Attorney
Fraud Section


Aleksander Onishchenko


John R. Sandweg
Attorney for Client

Dates of Continuation

Initials of counsel, Client and government attorney

ANA FRIEDLAENDER
Traductor-Intérprete Jurado de INGLES
Nº 230
19 DIC. 2017