



The Livingston Group, LLC  
499 S. Capitol Street, SW  
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Washington, DC 20003  
(202) 289-9881  
[www.livingstongroupdc.com](http://www.livingstongroupdc.com)

June 28, 2018

Mr. Sergei Krasnitski  
ITBC LLC  
1829 Reisterstown Road, Suite 350  
Pikesville MD 21208

Dear Mr. Krasnitski:

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement between ITBC LLC (hereafter referred to as "Client") and The Livingston Group, LLC ("TLG"). The terms of the agreement are as follows:

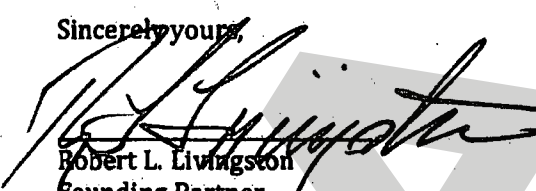
- This agreement will extend over a twelve (12) month period beginning June 28, 2018 and terminating June 27, 2019. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date.
- TLG agrees to provide the Client with government affairs representation and lobbying service before the federal government on promotional issues related to Ukraine and any other matters mutually agreed upon.
- The Client agrees to pay TLG \$50,000 US per month. Payment for the first two months, in the amount of \$100,000 US, will be due upon signing of this agreement. Thereafter, a monthly invoice will be sent to you or your designated representative. Payment for such invoices will be due on receipt of invoice.
- Any additional large expenses, e.g. for travel to meet with client, shall be approved in advance by the Client. Payment of the first two months' retainer fee is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for retainer fees and itemized expenses to you or your designated representative. Such invoices are payable on receipt of invoice. Balances over 30 days are subject to finance charge of 1% per month. The Client shall make no retainer or other payments to The Livingston Group, LLC from federally appropriated funds or other funds from restricted or prohibited sources.
- The obligation of TLG, by and through the counsel and activities of Robert L. Livingston and any other TLG employees and/or consultants, will be to represent the Client as permitted by the Foreign Agents Registration Act of 1938, the Ethics Reform Act of 1989, and other applicable United States laws and regulations. TLG

shall provide the Client with government affairs representation before the government of the United States, the United States Congress and non-governmental organizations, as required and mutually agreed.

- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind the Client in any manner whatsoever, absent the express written consent of the Client. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Client harmless from any claims which arise from said acts. TLG shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.
- As is true with all government relations services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.
- The Client is not authorized to bind The Livingston Group, LLC in any matter whatsoever, absent the express written consent of TLG. The Client shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Livingston Group, LLC harmless from any claims which arise from said acts.

I trust this accurately reflects the discussions we have had. If you agree, please sign below in the space indicated and return one copy to me.

Sincerely yours,



Robert L. Livingston  
Founding Partner  
The Livingston Group, LLC

AGREED TO AND ACCEPTED BY:



Sergei Krasnitski  
Managing Member  
ITBC LLC