# Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

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**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](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](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 in print and online at: [https://www.fara.gov](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.

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### 1. Name of Registrant

**KARV Communications, Inc.**

### 2. Registration Number

**6162**

### 3. Primary Address of Registrant

**122 East 42nd Street**  
**Suite 2005**  
**New York, NY 10168**

### 4. Name of Foreign Principal

**Ukrainian Federation of Employers of the Oil and Gas Industry (UFEOGI)**

### 5. Address of Foreign Principal

**97/37 Volodymyrska str, Kyiv, 01033, Ukraine**

### 6. Country/Region Represented

**Ukraine**

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

- [ ] Government of a foreign country
- [ ] Foreign political party
- [X] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [X] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other (specify) **Trade Association**

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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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.
9. If the foreign principal is a foreign political party, state:
   a) Name and title of official 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.
        UFEOGI is a trade association.

     b) Is this foreign principal:
        Supervised by a foreign government, foreign political party, or other foreign principal
        Owned by a foreign government, foreign political party, or other foreign principal
        Directed by a foreign government, foreign political party, or other foreign principal
        Controlled by a foreign government, foreign political party, or other foreign principal
        Financed by a foreign government, foreign political party, or other foreign principal
        Subsidized in part by a foreign government, foreign political party, or other foreign principal

11. Explain fully all items answered "Yes" in Item 10(b).
    UFEOGI is a trade association representing the Ukrainian oil and gas industry. UFEOGI is comprised of member companies, the majority of which are Ukrainian state owned enterprises.

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.
    UFEOGI is a trade association representing oil and gas enterprises in Ukraine. UFEOGI membership is made up of various Ukrainian oil and gas companies, many of which are Ukrainian state owned enterprises. UFEOGI is managed by a Presidium.
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
July 09, 2021 Andrew Frank /s/ Andrew Frank eSigned

Sign

Sign

Sign

Sign
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 in print and online at: https://www.fara.gov

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 0.32 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

KARV Communications, Inc.

2. Registration Number

6162

3. Name of Foreign Principal

Ukrainian Federation of Employers of the Oil and Gas Industry (UFEOGI)

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

7. What is the date of the contract or agreement with the foreign principal? 6/30/2021

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

The registrant will provide the foreign principal with public relations and media relations outreach and advice. See attached contract.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will provide the foreign principal with public relations and media relations outreach and advice.

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

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.

The short form registrant will provide the foreign principal with public relations and media relations outreach and advice to promote Ukraine’s oil and gas sector to media, thought leaders, and industry representatives.

11. Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as 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.

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
</table>


12. During the period beginning 60 days prior to the obligation to register 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.

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/6/2021</td>
<td>UFEOGI</td>
<td>Payment for July and August fees.</td>
<td>$119,972.00</td>
</tr>
</tbody>
</table>

Total $119,972.00

13. During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
</table>

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.
**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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 09, 2021</td>
<td>Andrew Frank</td>
<td>/s/ Andrew Frank</td>
</tr>
</tbody>
</table>
Ukrainian Industry Association "Federation of Employers of the Oil and Gas Industry, (UFEOGI)" a legal entity, duly registered and acting under the laws of Ukraine, represented by Vitalii Shcherbenko, Head of the Presidium, acting based on the Charter, hereinafter referred to as Buyer on the one part, and,

KARV Communications, Inc. established and acting under the laws of the State of New York, represented by Andrew Frank, President, duly empowered pursuant to the Articles of Association, hereinafter referred to as the Contractor on the other part,

The Buyer and the Contractor are hereinafter collectively referred to as the Parties, and each separately as the Party, have concluded this Service Procurement Contract (hereinafter the "Contract") as follows:

1. SUBJECT MATTER OF THE CONTRACT

1.1. The Contractor shall provide the Buyer with communications services referred to in paragraph 1.2 of the Contract, within the period of time specified in paragraph 5.1., and the Buyer shall accept and pay therefore.

1.2. Designation of services: communications services (PR and media relations outreach) in the markets of the USA, Canada, the UK based on media strategy and plan approved by the Buyer, aimed at:

- improving the image of the oil and gas industry of Ukraine and the reputation of the Customer’s members engaged in it in the USA, Canada, the Great Britain;
- promoting energy security issues in the US economic and political media (hereinafter, the "Services").

1.3. The Services provided under this Contract shall support the implementation of strategic goals of the Buyer, including but not limited to with the following:

- increasing the image of the oil and gas industry of Ukraine and the reputation of the Customer’s members engaged in it in the USA, Canada, the Great Britain;
- promoting energy security issues in the US economic and political media;
- improving the image of the oil and gas industry in the energy security discourse in the US media.

1.4. The双方 have agreed to implement the Services in accordance with the plan and budget approved by the Buyer.

1.5. The Buyer shall pay the Contractor for the Services in accordance with the agreed terms and conditions.

1.6. The双方 shall cooperate in fulfilling the obligations under the Contract and shall inform each other of any changes in the force of the Contract.

1.7. The双方 shall have the right to terminate the Contract unilaterally in the event of non-performance of the obligations under the Contract by the other Party.

1.8. Any disputes arising in connection with the execution of the Contract shall be resolved through negotiations. In the event of failure to resolve the dispute through negotiations, the双方 shall go to mediation or arbitration proceedings.

2. PERFORMANCE OF THE CONTRACT

2.1. The Contractor shall provide the Buyer with the Services within the period of time specified in paragraph 5.1. of the Contract.

2.2. The Buyer shall pay the Contractor for the Services in accordance with the agreed terms and conditions.

2.3. Any changes to the terms and conditions of the Contract shall be made in writing and signed by the双方.

2.4. The双方 shall have the right to terminate the Contract unilaterally in the event of non-performance of the obligations under the Contract by the other Party.

2.5. Any disputes arising in connection with the execution of the Contract shall be resolved through negotiations. In the event of failure to resolve the dispute through negotiations, the双方 shall go to mediation or arbitration proceedings.
• Raise the profile of the UFEOGI and the leadership of its member companies among targeted media, opinion leaders, and think tanks on key energy security issues and Nord Stream 2 related sanctions;

• Promote a narrative establishing UFEOGI company leaders as committed to implementing OECD-based corporate governance reforms with an aim of building an environment of trust, transparency, financial stability and business integrity;

• Highlight UFEOGI leadership’s ability to execute forward-looking business strategies that support increasing gas production and storage facilities that provide clear and measurable value for Europe and its energy security.

1.4. The Services provided under this Contract shall include:

• Outreach to media organisations, including social media and key opinion leaders in target markets.

• Organize engagements between the buyer and media organisations.

• Monitor media organisations and their positions on key issues of concern to the Buyer.

• Recommendations to the buyer on how to best handle interactions with media representatives.

1.5. The Services shall be provided to the extent necessary for full and proper performance of this Contract.

2. QUALITY OF SERVICES

2.1. The Contractor agrees that the Services to be provided will be performed in a professional and competent manner. The Contractor shall provide the Services in a timely manner and shall dedicate such time and resources of the Contractor as necessary and appropriate to perform the Services.

2.2. The Services shall be provided in writing or verbally in English and/or Ukrainian, and, if necessary, in any other language with the translation as per the Buyer’s instructions.

• Підвищення авторитету ФРНГ, компаній, що входять до її складу, серед цільових ЗМІ, лідерів громадської думки та аналітичних центрів з ключових питань енергетичної безпеки та санкцій, пов’язаних з “Північним Потоком-2”;

• Сприяння становленню компаній - членів ФРНГ як прихильників реалізації реформ корпоративного управління відповідно до керівних принципів ОЕСР щодо корпоративного врядування з метою створення середовища довіри, прозорості, фінансової стабільності та доброчесності бізнесу;

• Сприяння перспективним бізнес-стратегіям компаній – членів ФРНГ, які спрямовані на підтримку збільшення видобутку та зберігання газу, що забезпечуватиме чітке та вимірюване значення для Європи та її енергетичної безпеки.

1.4. Послуги, що надаються відповідно до даного Договору, включають:

• Зв’язок з медіа-організаціями, в тому числі з соціальними медіа та ключовими лідерами думок на цільових ринках.

• Організацію взаємодії між Замовником та медіа-організаціями.

• Моніторинг медіа-організацій та їх позицій щодо ключових питань, які є предметом інтересу Замовника.

• Рекомендації Замовнику з питань оптимальної взаємодії з представниками ЗМІ.

1.5. Послуги повинні бути надані в обсязі, необхідному для повного і належного виконання цього Договору.

2. ЯКІСТЬ ПОСЛУГ

2.1. Виконавець зобов’язаний надавати Послуги за цим Договором професійно і компетентно. Виконавець надає Послуги своєчасно і з такими витратами часу і ресурсів, які необхідні і доцільні для виконання Послуг.

2.2. Послуги мають надаватися в письмовій або усній формі англійською та/або українською мовою, а також, в разі необхідності, будь-якою іншою мовою з перекладом відповідно до вказівок Замовника.
2.3. The Contractor shall provide the Services according to the Buyer's requests (provided via e-mail or by phone) with specific tasks and deadlines indicated by the Buyer.

2.4. The Contractor shall be entitled to engage third parties to perform the Contract subject to the Buyer's written consent. The Contractor shall remain fully responsible for quality of the provided Services.

3. PRICE OF THE CONTRACT

3.1. The price of this Contract makes: USD 420,000 (four hundred twenty thousand US dollars). Currency of payment is USD.

3.2. The price of the Contract may be reduced only by the mutual consent of the Parties strictly subject to the reduction of the required scope of the Services.

3.3. The price of the Contract includes the cost of all Services provided by the Contractor and the cost of Services provided by third parties engaged by the Contractor to perform under this Contract.

3.4. The price of the Contract includes all expenses, taxes and fees that the Contractor may incur or will have to pay when providing the Services under the Contract.

3.5. The price of the Contract includes all applicable Contractor's expenses related to the implementation of this Contract, including courier services, office expenses, visas, telephone calls, the Internet, postal services, expenses for business travel and organization of events, etc.

4. PAYMENT PROCEDURE

4.1. Payments shall be provided in the following manner:
- The first payment in the amount of USD 120,000 shall be paid by the Buyer to the Contractor within fifteen (15) calendar days from the date of signing hereof by the Parties based on the Invoice provided by the Contractor;
- Each subsequent payment in the amount of USD 60,000 shall be paid by the Buyer to the Contractor based on the Invoices provided within the terms - till 30 September 2021, 30 October 2021, 30 November 2021,
30 December 2021, 30 January 2022, respectively.

4.2. The payment date is the date of transfer of funds to the account of the Contractor, proved by a SWIFT confirmation.

4.3. Bank fees and expenses incurred in Ukraine are charged to the Buyer, whereas those incurred outside Ukraine – to the Contractor.

4.4. The Invoice shall be provided to the Buyer by the Contractor in English and Ukrainian.

5. PROVISION OF SERVICES

5.1. The Services shall be provided over the period starting from 1 July 2021 and until 31 January 2022.

5.2. Services shall be performed with English-language media and others, in the USA, Canada, UK.

5.3. The Contractor shall start providing the Services upon concluding the contract and receiving the relevant request with all materials needed to provide the Services under the Contract from the Buyer.

5.4. The Contractor shall obligatorily receive the Buyer’s written sign-off of all the prepared materials before releasing such materials to the public on the Buyer’s behalf. The Buyer shall provide the Contractor with sign-off within five (5) business days, to ensure the Services schedule is maintained.

5.5. Throughout the duration of the Contract, the Contractor shall provide the Buyer with a monthly report on the Services actually rendered (if they were rendered during the reporting period), which shall include description of the Services rendered (hereinafter referred to as the Report) and the Service Acceptance Certificate. The Service Acceptance Certificate and the Report shall be submitted by the Contractor to the Buyer in English.

5.6. Services shall be considered accepted and duly provided at the date when the Service Acceptance Certificate is signed by the Buyer.
5.7. The Buyer shall sign the Acceptance Certificate or provide a substantiated refusal to accept all or some of the Services within three (3) business days starting from the day following the date of receipt of the Acceptance Certificate and the Report. The Acceptance Certificate is assumed signed if no refusal letter is sent to the Contractor within three (3) business days starting from the day following the date of receipt of the Acceptance Certificate by the Buyer.

Within the mentioned term, the Buyer shall send a refusal letter to the Contractor’s e-mail address given below and a hardcopy shall be additionally sent, if requested by the Contractor, pursuant to the procedure described in paragraph 5.10.

5.8. Should there be any faults in the Services provided, the Buyer shall submit remarks to the Contractor along with the letter reasoning the Buyer's refusal to sign the Acceptance Certificate. In this case, the Contractor shall, within five (5) business days of receipt of the refusal letter and remarks, remedy such faults. After the faults are remedied, the Buyer signs the Acceptance Certificate and the Services are considered accepted.

5.9. Service Acceptance Certificates, Reports and invoices shall be sent to the Buyer’s e-mail address given below in order to be agreed prior to the signature by the Contractor.

5.10. Acceptance Certificates, Reports and invoices signed by the Contractor shall be delivered in hardcopy personally, via delivery service or registered letter to the following addresses of the parties:

Buyer: Ukrainian Industry Association “Federation of Employers of the Oil and Gas Industry”
Address: 97/37 Volodymyrska str, Kyiv, 01033, Ukraine
For information: Vitalii Shcherbenko
Telephone: +380443590080
E-mail: Shcherbenko@goa.org.ua

Contractor: KARV Communications, Inc.
Address: 122 East 42nd Street, suit 2005, New York, NY, 10168
For information: Andrew Frank
Telephone: +1.212.333.0275
E-mail: adf@karvcommunications.com
or to other such address or e-mail communicated by a party to its counterpart in writing.

A message is assumed received:
(a) if it is handed personally – at the moment of delivery; or
(b) if sent by air or international mail – within 5 (five) business days since the dispatch date; or
(c) if the message is not received as expected pursuant to the relevant paragraph (including paragraph (b)) during the working hours (i.e. between 9.00 and 17.30 from Monday to Friday, if it is not a national holiday in the destination country), it is assumed received at 9.00 on the next business day in the destination country.

5.11. All the time limits mentioned above in the Contract are calculated from the hardcopy receipt date as stipulated above in paragraph 5.10.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Buyer has an obligation to:

6.1.1. Timely and fully pay for the Services requested by the Buyer and provided by the Contractor;

6.1.2. Accept the Services provided in compliance with this Contract;

6.1.3. Upon receipt of Reports and invoices, notify the Contractor of acceptance of the Services or provide a reasoned refusal to accept the Services;

6.1.4. Upon the Contractor’s written request, timely provide materials and information necessary for provision of the Services.

6.2. The Buyer has a right to:

6.2.1. Terminate this Contract early if the Contractor fails to perform its obligations, having notified the Contractor of such termination thirty (30) calendar days prior to such early termination. The Contract shall be deemed terminated from the date stated in the Buyer’s written termination notice. The Parties shall perform reconciliation of payments before the termination of the Contract.

6.2.2. Supervise the provision of the Services;
| 6.2.3. | Reduce the scope of the Services and the total price of this Contract subject to actual expenses of the Contractor. |
| 6.2.4. | Not sign the Acceptance Certificate if the Buyer has substantiated remarks to the quality and results of the Services provided. |

### 6.3. The Contractor has an obligation to:

| 6.3.1. | Ensure provision of the Services within the timelines established by this Contract; |
| 6.3.2. | Ensure provision of the Services with the quality meeting the requirements set forth by Section 2 of this Contract. |
| 6.3.3. | Submit an Acceptance Certificate, Report and an invoice for the reporting period to the Buyer; |
| 6.3.4. | Agree with the Buyer all public materials prior to their release on behalf of the Buyer. |
| 6.3.5. | Ensure the absence of any conflicts of interest during the period of provision of the services under the Contract, and within a year after its termination. |

### 6.4. The Contractor has a right to:

| 6.4.1. | Receive timely and full payments for the rendered Services if they meet the requirements of this Contract; |
| 6.4.2. | Terminate this Contract if the Buyer refuses to cooperate with the Contractor, provided that the Contractor has notified the Buyer in writing thirty (30) calendar days prior to termination date. |
| 6.4.3. | Suspend the assignment if the Buyer instructs the Contractor to perform unethical or illegal actions on behalf of the Buyer. |
| 6.4.4. | The Contractor shall have the right to engage third parties in order to perform this Contract with the Buyer’s consent. |

### 7. LIABILITY OF THE PARTIES

| 7.1. | In case of non-performance or improper performance of their obligations under the Contract, |

### 6.2.3. Зменшувати невиконаний обсяг Послуг та Ціну даного Договору з урахуванням фактичного обсягу витрат Замовника. |

| 6.2.4. | Не підписувати Акт, якщо Замовник обґрунтував зауваження до якості і результатів Послуг. |

### 6.3. Виконавець зобов’язаний:

| 6.3.1. | Забезпечувати надання Послуг у строки, встановлені цим Договором; |
| 6.3.2. | Забезпечувати надання Послуг з дотриманням якості вимог, встановлених розділом 2 даного Договору. |
| 6.3.3. | Подавати Акт, Звіт і рахунок Замовнику за звітний період; |
| 6.3.4. | Погоджувати з Замовником всі підготовлені публічні матеріали перед випуском таких матеріалів від імені Замовника. |
| 6.3.5. | Забезпечувати відсутність конфліктів інтересів протягом строку надання послуг за Договором, а також протягом року після його закінчення. |

### 6.4. Виконавець має право:

| 6.4.1. | Отримувати своєчасну оплату в повному обсязі за надани Послуги, якщо вони відповідають вимогам Договору; |
| 6.4.2. | Розірвати даний Договір у випадку якщо Замовник відмовляється співпрацювати з Виконавцем, за умови, що Виконавець письмово повідомив Замовника за 30 (тридцять) календарних днів до дати розірвання. |
| 6.4.3. | Призупиняти виконання завдання, якщо Замовник доручає Виконавцеві здійснювати неетичні або незаконні дії від імені Замовника. |
| 6.4.4. | Виконавець має право залучати третій особі для виконання даного Договору, за назвності згоди Замовника. |

### 7. ВІДПОВІДАЛЬНІСТЬ СТОРИІ

| 7.1. | У разі невиконання або неналежного виконання своїх зобов'язань за Договором |
the Parties shall be liable as provided for by the applicable laws of Ukraine and by this Contract.

7.2. In case of failure to comply with the deadlines set for the elimination of deficiencies (paragraph 5.8 hereof), the Contractor shall be obliged to pay the Buyer a fine of 5% of the cost of Services provided in violation of quality requirements.

7.3. In case of failure to comply with the deadlines set for the payment for the Services provided, the Buyer shall pay to the Contractor a fine equal to the double bank rate set by the National Bank of Ukraine for the relevant period applied to the outstanding amount for every day of payment delay, but in any case the total fine amount shall not exceed 5% of the outstanding amount. In case the amount of payment made by the Buyer is not sufficient to fully cover the outstanding amount due under the Contract, the amount paid by the Buyer shall be in the first place credited against repayment of the principal debt amount payable by the Buyer to the Contractor.

8. FORCE MAJEURE

8.1. The Parties shall be relieved from their liability for non-performance or improper performance of this Contract if it is caused by force majeure circumstances which did not exist at the moment when this Contract was concluded, and which have come into being beyond the reasonable control of the Parties and directly affect the Parties’ ability to fulfill their obligations under this Contract (accidents, calamities, acts of God, epidemics, epizooties, wars, decisions of state authorities, etc).

8.2. The Party that is unable to fulfill its obligations under this Contract due to force majeure circumstances shall notify the other Party in writing no later than within five (5) calendar days following their occurrence.

8.3. The occurrence of force majeure circumstances and their duration shall be proved by respective documents issued by the competent state authorities of the country where such force majeure circumstances have taken place.

8. ФОРС-МАЖОР

8.1. Сторони звільняються від відповідальності за невиконання або немаєнече виконання даного Договору, якщо це викликано обставинами непереборної сили, які не існували в той момент, коли цей Договір був укладений, і які є за рамками контролю Сторін, а також безпосередньо впливають на здатність Сторін виконувати свої зобов'язання за даним Договором (нешасні випадки, стихійні лиха, епідемії, війни, рішення органів державної влади і т.д.).

8.2. Сторона, яка не в змозі виконати свої зобов'язання за даним Договором внаслідок форс-мажорних обставин, повинна повідомити іншу Сторону в письмовій формі не пізніше, ніж протягом п'яти (5) календарних днів після їх появи.

8.3. Виникнення форс-мажорних обставин та їх тривалість повинні бути підтвердженні відповідними документами, виданими компетентними державними органами країни, де такі форс-мажорні обставини мали місце.

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8.4. If the force majeure circumstances persist for more than thirty (30) calendar days, each Party shall have the right to terminate this Contract in due order.

9. **GOVERNING LAW AND DISPUTE SETTLEMENT**

9.1. All arising disputes or discrepancies shall be settled by the Parties by means of mutual negotiations and consultations.

9.2. If the Parties fail to settle their dispute in accordance with paragraph 9.1 of this Contract, any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

9.3. Arbitration board shall be constituted by three arbiters; each Party shall appoint one arbiter. The arbiters appointed by the Parties shall elect the third arbiter who shall be the head of the arbitration.

9.4. The Contract shall be governed by the laws of Ukraine.

9.5. The arbitral proceedings shall take place in Paris, France. The arbitral proceedings shall be conducted in English.

10. **TERM OF THIS CONTRACT**

10.1. This Contract shall enter into force upon signing by the authorized representatives of the Parties, and shall be valid until 31 January 2022, in terms of provision of the Services, and until full completion in terms of acceptance of and payment for the Services.

10.2. This Contract shall be executed in two copies in English and in Ukrainian, one copy for each Party, both having equal legal force. In case of discrepancies, English text of the Contract shall prevail. The languages of communication between the Parties shall be English and/or Ukrainian.
II. MISCELLANEOUS

11.1. Information received by any Party as a result of performing its obligations hereunder shall be treated as confidential (the Confidential Information). The Parties shall ensure that their employees comply with the confidentiality provisions hereof. The Parties undertake not to do any of the following actions without the express written consent of the other Party: disclose any Confidential Information in full or in part; give any written or verbal comments with respect to the Services and/or this Contract. If any Party violates the confidentiality provisions hereof and such violation leads to losses incurred by the other Party, such Party at fault shall compensate for such losses incurred. The Contractor shall have the right to disclose information about the official name of the Buyer and provide a short description of the Services for marketing purposes, provided that it has received a prior written consent from the Buyer. The confidentiality provisions hereof shall remain effective for two years after the expiration of this Contract.

11.2. The Parties undertake to inform each other of any changes in their location, bank details, as well as of any other changes that may affect the performance of this Contract and the obligations hereunder. These notifications shall be sent in writing within 5 (five) business days from the occurrence of respective changes according to the procedure stipulated in paragraph 5.10 of this Contract.

11.3. The provisions of this Contract shall not be subject to any changes after the Contract is signed, except for as required by the applicable laws of Ukraine. Any amendments to the Contract shall be made in accordance with the applicable laws of Ukraine, executed in writing, signed and sealed by both Parties. All duly executed amendments and additions to the Contract shall be deemed as an integral part hereof.

11.4. The Buyer is not a profit tax payer on basis rate as a non-profit organization according to paragraph 133.4 of Article 133 of the Tax Code of Ukraine.

II. МІСЦЕЛЯНЕОЗУ

11.1. Інформація, отримана будь-якою Стороною в результаті виконання своїх зобов’язань за цим Договором, вважається конфіденційною (надалі Конфіденційна інформація). Сторони мають забезпечити, щоб їх співробітники дотримувалися положень про конфіденційність. Сторони зобов’язуються не робити будь-які з наступних дій без письмової згоди іншої Сторони: розкривати будь-яку конфіденційну інформацію в повному обсязі або частково; давати будь-які письмові або усні коментарі щодо Послугої даного Договору. Якщо будь-яка Сторона порушить положення про конфіденційність і таке порушення призводить до збитків іншій Стороні, перша Сторона повинна відшкодувати збитки. Виконавець має право розкривати інформацію про офіційну назву Замовника та надавати короткий опис послуг в маркетингових цілях, за умови, що він отримав попередню письмову згоду від Замовника. Положення про конфіденційність Договору, залишається в силі протягом двох років після закінчення строку дії Договору.

11.2. Сторони зобов’язуються інформувати одну одну про будь-які зміни в їх місцезнаходженні, банківські реквізити, а також про інші зміни, які можуть вплинути на виконання даного Договору та зобов’язання за даним Договором. Такі повідомлення повинні надаватися в письмовій формі протягом 5 (п’яти) робочих днів з моменту настання відповідних змін в порядку, що визначено п. 5.10 цього Договору.

11.3. Положення даного Договору не підлягають змінам після його підписання, крім випадків, що передбачені чинним законодавством України. Будь-які зміни до Договору вчиняються відповідно до чинного законодавства України, в письмовій формі, за підписом і печаткою обох Сторін. Всі належним чином оформлені зміни та доповнення до Договору вважаються невід’ємною частиною даного Договору.

11.4. Замовник не є платником податку на прибуток за базовою (основною) ставкою, як неприбуткова організація відповідно до п. 133.4 ст. 133 Податкового кодексу України.
11.5. The Contractor is a profit tax payer on a common basis.

LOCATION AND BANKING DETAILS OF THE PARTIES

Buyer

Ukrainian Industry Association “Federation of Employers of the Oil and Gas Industry”

Registration number 42373904
97/37 Volodymyrska str,
Kyiv, 01033, Ukraine
+38 (044) 359 00 80

Account Number / IBAN

JSC “Ukrgasbank”
1 Yerevanska St., Kyiv 03087, Ukraine
SWIFT: 

Contractor

KARV Communications, Inc.

Tax ID Number: 

New York, NY 10013
T: +1 212 333 0275

Citibank
399 Park Avenue
New York, NY 10022
For Benefit of: KARV Communications Inc.
ABA Routing: 
Account: 
Swift: 

SIGNATURES

Buyer

Vitalii Shcherbenko
Head of the Presidium

Contractor

Andrew Frank
President, KARV Communications, Inc.

11.5. Виконавець є платником податку на прибуток на загальних підставах.

МИСЦЕНЗАХОДЖЕННЯ ТА РЕКВІЗИТИ СТОРІН

Замовник

Всеукраїнське галузеве об’єднання “Федерація роботодавців нафтогазової галузі”

Код ЄДРПОУ 42373904
вул. Володимирська 97/37,
м. Київ, 01033, Україна
+38 (044) 359 00 80

Рахунок IBAN:

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Україна, Київ, 03087, вул. Єреванська, 1
SWIFT: 

Виконавець

KARV Communications, Inc.

Tax ID Number: 

New York, NY 10013
T: +1 212 333 0275

Citibank
399 Park Avenue
New York, NY 10022
For Benefit of: KARV Communications Inc.
ABA Routing: 
Account: 
Swift: 

ПІДПИСІ СТОРІН

Замовник

Віталій Щербенко
Голова Президії

Виконавець

Andrew Frank
Президент, KARV Communications, Inc.