

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

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>.

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>. 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 .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.

1. Name of Registrant Yorktown Solutions, LLC	2. Registration Number 6491
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3. Primary Address of Registrant  
 444 North Capitol Street NW, Suite 613, Washington, DC 20001

4. Name of Foreign Principal Primary Trade Union Organization of State Enterprise National Nuclear Energy Generating Company "Energoatom"	5. Address of Foreign Principal 2 Maidan Nezalezhnosti Kyiv UKRAINE 01001
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6. Country/Region Represented  
 UKRAINE

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

<sup>1</sup> "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.

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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

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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.

See Appendix for Response

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Financed: In accordance with Clauses 11.4 and 11.5 of SE NNEGC "Energoatom's" Collective Agreement and Article 250 of the Labor Code, the company pays the Primary Trade Union Organization of SE NNEGC "Energoatom" an amount equal to 2.5 percent of the overall wage fund of the company.

Item 10(b) Subsidized: In accordance with Clauses 11.4 and 11.5 of SE NNEGC "Energoatom's" Collective Agreement and Article 250 of the Labor Code, the company pays the Primary Trade Union Organization of SE NNEGC "Energoatom" an amount equal to 2.5 percent of the overall wage fund of the company.

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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.

Oleksii Lych is the Head of the Primary Trade Union Organization of SE NNEGC "Energoatom." The Board of the Primary Trade Union Organization of SE NNEGC "Energoatom" is selected by "Energoatom" employees.

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**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

A handwritten signature in black ink, appearing to read "Paul V. ...", written over a horizontal line.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix**

### **Response to Item 10(a)**

SE NNEGC "Energoatom's" mission is safe electricity generation for energy security, energy independence, sustainable development of the economy, and a carbon-free energy future for Ukraine. The company operates four nuclear power plants – Zaporizhzhya, Rivne, South Ukraine, and Khmelnytsky, with a total of 15 units (13 VVER-1000 units and 2 VVER-440 units) possessing a total installed capacity of 13,835 MW. The company also operates two hydroelectric units at the Oleksandrivska Hydroelectric Plant with an installed capacity of 25 MW and three hydroelectric units at the Tashlyk Pumped-Storage Power Plant with an installed capacity of 453 MW, as well as the Centralized Spent Fuel Storage Facility located in the Chernobyl Zone. "Energoatom" represents approximately 4 percent of Ukraine's gross domestic product and is the country's leading electricity generator, providing 55% of Ukraine's electricity needs. "Energoatom" is among the world's five largest nuclear power plant operators. The Primary Trade Union Organization of SE NNEGC "Energoatom" seeks to represent and protect the labor, social, and economic rights and interests of the 40,000 employees of SE NNEGC "Energoatom."

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**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 .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  
Yorktown Solutions, LLC

2. Registration Number  
6491

3. Name of Foreign Principal  
Primary Trade Union Organization of State Enterprise National Nuclear Energy Generating Company  
"Energoatom"

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? 04/01/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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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 strategic, government affairs, and public relations advisory services to advance Ukraine's energy security through: (1) construction of 9 new nuclear power units in Ukraine using Westinghouse Generation III+ 1100 MW AP1000 reactors; (2) expanding use of Westinghouse fuel to all nuclear power plant units in Ukraine, thereby permanently ending Ukraine's dependence on Russian nuclear fuel; (3) establishment of a nuclear fuel production line in Ukraine; (4) construction of small modular reactors (SMR) in Ukraine using Holtec SMR-160s and NuScale Power SMRs, which will seek to replace Ukraine's environmentally-hazardous and import-dependent coal power plants; and (5) adoption of effective sanctions against Russia's State Atomic Energy Corporation, Rosatom, whose activities around the world continue to fund the Kremlin's military invasion and occupation of Ukraine. The Registrant's activities are expected to include contact with U.S. government officials, media, and private sector commercial actors.

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

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.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> 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.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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.

<sup>2,3,4</sup> 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.

Date	Printed Name	Signature
04/10/2023	Daniel Vajdich	/s/Daniel Vajdich
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix**

### **Response to Item 8**

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

The Registrant will provide strategic, government affairs, and public relations advisory services to advance Ukraine's energy security through: (1) construction of 9 new nuclear power units in Ukraine using Westinghouse Generation III+ 1100 MW AP1000 reactors; (2) expanding use of Westinghouse fuel to all nuclear power plant units in Ukraine, thereby permanently ending Ukraine's dependence on Russian nuclear fuel; (3) establishment of a nuclear fuel production line in Ukraine; (4) construction of small modular reactors (SMR) in Ukraine using Holtec SMR-160s and NuScale Power SMRs, which will seek to replace Ukraine's environmentally-hazardous and import-dependent coal power plants; and (5) adoption of effective sanctions against Russia's State Atomic Energy Corporation, Rosatom, whose activities around the world continue to fund the Kremlin's military invasion and occupation of Ukraine. The Registrant's activities are expected to include contact with U.S. government officials, media, and private sector commercial actors.

## Appendix

### Response to Item 10

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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 Registrant will provide strategic, government affairs, and public relations advisory services to advance Ukraine's energy security through: (1) construction of 9 new nuclear power units in Ukraine using Westinghouse Generation III+ 1100 MW AP1000 reactors; (2) expanding use of Westinghouse fuel to all nuclear power plant units in Ukraine, thereby permanently ending Ukraine's dependence on Russian nuclear fuel; (3) establishment of a nuclear fuel production line in Ukraine; (4) construction of small modular reactors (SMR) in Ukraine using Holtec SMR-160s and NuScale Power SMRs, which will seek to replace Ukraine's environmentally-hazardous and import-dependent coal power plants; and (5) adoption of effective sanctions against Russia's State Atomic Energy Corporation, Rosatom, whose activities around the world continue to fund the Kremlin's military invasion and occupation of Ukraine. The Registrant's activities are expected to include contact with U.S. government officials, media, and private sector commercial actors.

## Consulting Agreement

This Consulting Agreement ("Agreement") is made as of the 1st of April 2023 ("Effective Date"), between Primary Trade Union Organization of State Enterprise National Nuclear Energy Generating Company Energoatom ("EGA"), located at 2 Maidan Nezalezhnosti, Kyiv, Ukraine 01001, and Yorktown Solutions, LLC ("YTS"), a strategic, government affairs, and public relations advisory firm, located at 444 North Capitol Street NW, Suite 613, Washington, D.C. 20001.

### RECITALS

- A. YTS is a consulting firm that provides strategic, government affairs, and public relations advisory services.
- B. EGA desires to engage the advisory services of YTS, and YTS desires to provide advisory services to EGA upon the terms and conditions below.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Advisory Duties. YTS will provide strategic, government affairs, and public relations advisory services to advance Ukraine's energy security through: (1) construction of 9 new nuclear power units in Ukraine using Westinghouse Generation III+ 1100 MW AP1000 reactors; (2) expanding use of Westinghouse fuel to all nuclear power plant units in Ukraine, thereby permanently ending Ukraine's dependence on Russia nuclear fuel; (3) establishment of a nuclear fuel production line in Ukraine; (4) construction of small modular reactors (SMR) in Ukraine using Holtec SMR-160s and NuScale Power SMRs, which will seek to replace Ukraine's environmentally-hazardous and import-dependent coal power plants; and (5) adoption of effective sanctions against Russia's State Atomic Energy Corporation, Rosatom, whose activities around the world continue to fund the Kremlin's military invasion and occupation of Ukraine.
2. Term. YTS's duties under this Agreement shall commence on the Effective Date and continue until April 1, 2024.
3. Independent Contractor Status. It is understood that YTS is an independent contractor and is not an employee of EGA, and shall not hold itself out to the public as an employee of EGA. EGA will not provide, nor will it be responsible to pay for, any benefits for YTS.

4. Employees of Independent Contractor. YTS may, in its sole discretion, hire as many employees, contractors, or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. EGA will be advised of the employment or hiring by YTS of such persons. If such persons are employees of YTS, then YTS shall be solely responsible for all necessary insurance and payroll deductions for such persons, including but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, workers' compensation coverage, and any other fees, charges, or licenses required by law. If such persons are contractors of YTS, then the independent contracting relationship shall be established between such contractor and YTS exclusively, and YTS shall be responsible for directing the duties of such contractor.
5. Business of Independent Contractor. YTS may engage in any other business that it desires and is not required to devote all its energies exclusively for the benefit of EGA.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination EGA will not for its purposes or on behalf of any other party or any of its affiliates, employ, take away, or attempt to take away any YTS employee or contractor, unless EGA has received the prior written approval of YTS.
7. Discrimination. No person on the basis of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of YTS. YTS shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
8. Compensation. In complete consideration for the services to be rendered under this Agreement, EGA shall pay YTS \$960,000 non-refundable fee ("Fee") for the services associated with strategic advice in the United States and as an allowance for out-of-pocket expenses incurred in the execution of the services. The Fee can through mutual agreement of the parties (Email correspondence is sufficient) be revised based on the communications and increased needs of EGA.
9. Invoice. YTS will submit two invoices of \$480,000 each to EGA for the Fee set forth in Section 8 of this Agreement. The first invoice will be submitted by YTS to

EGA on April 1, 2023, and the second invoice on October 1, 2023. Payment is due within 10 calendar days.

10. Additional Services and Fees. Prior to commencing such services, EGA shall also pay YTS, upon receipt of invoices from YTS, for: (i) the costs of all approved events or production projects, such amounts based on the budgets set forth for such events or projects; (ii) the costs of all approved vendor fees, such amounts based on the mutually-agreed upon estimates set forth for such fees; and (iii) the development, production, and placement of paid advertisements, such amounts based on the mutually-agreed upon estimates set forth for such fees. Upon completion of the services, YTS will reconcile actual costs to estimates, and invoice or refund EGA as necessary.
11. Disclosure and Confidentiality. All non-public information marked as such and given to YTS by EGA will be considered confidential information and shall be maintained as such by YTS until the same becomes known to third parties or the public without release thereof by YTS, or unless YTS is required to disclose such information under applicable law, *provided*, that in such instance, YTS shall notify EGA as promptly as possible of such obligation to release confidential information. YTS shall take all necessary steps to safeguard the confidentiality of such material or information. YTS will give EGA notice as set forth herein before making such disclosure of non-public information. Further, YTS agrees to inform EGA immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from YTS.
12. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.
13. Legal Filings. It is understood that YTS may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of EGA and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on EGA's behalf. It is further understood that YTS will comply with all Federal statutes, regulations, and ethics rules governing its activities on behalf of EGA with the United States Congress and Federal Executive Branch departments and agencies.
14. Source of Authority. EGA agrees that in its performance of its duties and responsibilities under this Agreement that it shall not be directed by a foreign government or foreign political party, and will not be supervised or controlled by a foreign government or foreign political party, and will not be financed or

subsidized by a foreign government or foreign political party, and that any benefit the Parties' work may have for any government be incidental, isolated or independently created in the Parties' mutual discretion and not be approved or edited by any foreign government. YTS similarly agrees with the provisions of this paragraph and will abide by them and legally and functionally consider EGA to be its sole source of guidance and authority in fashioning any representative work it does or that may occur.

15. Termination of Agreement. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement, EGA shall remain liable for all fees, disbursements, and other related charges incurred by YTS and its contractors up to the date of termination, as well as amounts that YTS is obligated to pay to third parties pursuant to non-cancelable agreements YTS has entered into in performance of this Agreement.
16. Waiver. The waiver by either party of any covenant, obligation, or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation, or breach hereof.
17. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between EGA and YTS regarding the matters related hereto.
19. Severability. If any terms of this Agreement are held to be invalid or unenforceable as a matter of law the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
20. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries, and affiliates, and the officers, employees, and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) EGA agrees that he will indemnify and hold harmless YTS from any Claims brought by third parties arising out of or in connection with YTS's performance of this Agreement, provided that EGA shall not be obligated to indemnify YTS if such Claim results from negligence on the part of YTS. In the case of any negligent action on the part of YTS, YTS agrees that it will indemnify and hold harmless EGA from any and all Claims arising out of or in connection

with such negligence. The obligations in this Section 20 shall survive the termination of this Agreement and are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the indemnified party.

21. Headings. The headings are inserted for convenience and shall not be considered when interpreting any of the provisions or terms hereof.
22. Signature Authority. Each of the signatories to this Agreement warrant and represent that they have the full legal authority to execute this Agreement and that they are duly authorized to bind the entity on behalf of which they have executed the Agreement.
23. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

In the case of YTS:  
Yorktown Solutions, LLC  
Attn: Daniel Vajdich  
444 North Capitol Street Suite 613  
Washington, D.C. 20001

In the case of EGA:  
Primary Trade Union Organization of SE NNEGC Energoatom  
Attn: Oleksii Lych  
2 Maidan Nezalezhnosti  
Kyiv, Ukraine 01001

in witness whereof, each of the parties hereto has executed this contract in duplicate originals; one of which is retained by each of the parties

Yorktown Solutions, LLC

By:   
Daniel P. Vajdich  
President

Primary Trade Union Organization  
of SE NNEGC Energoatom

By:   
Oleksii Lych  
Head