

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

by and between

MARCUS COHEN ON BEHALF OF VOLODYMYR ZELENSKY – SERVANT OF THE PEOPLE

and

SIGNAL GROUP CONSULTING, LLC

INDEPENDENT CONTRACTOR SERVICES AGREEMENT (this "**Agreement**") is made by and between MARCUS COHEN ON BEHALF OF Volodymyr Zelensky – Servant of the People ("**Cohen on behalf of Zelensky**") and Signal Group Consulting, LLC, a Delaware limited liability company ("**Signal Group**"), as of April 3, 2019.

1. **ENGAGEMENT OF SERVICES.** Cohen on behalf of Zelensky shall engage Signal Group to perform certain services on its behalf, as more fully described on *Schedule A* attached hereto.
2. **COMPENSATION.**
 - a. **PROJECT FEE.** Cohen on behalf of Zelensky will pay Signal Group a Project Fee (the "**Project Fee**") as compensation for services rendered under this Agreement. The Project Fee shall be Sixty Thousand dollars (\$60,000). The Project Fee shall be payable upon execution of this Agreement.
 - i. **ADDITIONAL FEES.** There may be Additional Fees ("**Additional Fees**") i.e., project fees or one-time fees that shall be payable to Signal Group by Cohen on behalf of Zelensky only upon prior approval by Cohen on behalf of Zelensky.
 - b. **EXPENSES.** Cohen on behalf of Zelensky shall reimburse Signal Group for any reasonable and customary expenses incurred in connection with the performance of services under this Agreement, provided that Signal Group submits appropriate documentation ("**Expenses**"). All Expenses shall be subject to a nine percent (9%) administrative fee. The Expenses shall be payable immediately upon receipt of an invoice from Signal Group. On the last day of each month, Signal Group will assess a late fee equal to one percent (1%) of any unpaid balance outstanding as of such date.
 - c. **DIGITAL EXPENSES.** All digital expenses ("**Digital Expenses**"), including but not limited to digital strategy, websites, web/graphic design, Search Engine Optimization (SEO), social media and video will be priced and billed separately upon Cohen on behalf of Zelensky's prior approval. One-half of the estimated Digital Expenses shall be payable in advance upon receipt of an invoice from Signal Group. On the last day of each month, Signal Group will assess a late fee equal to one percent (1%) of any unpaid balance outstanding as of such date.
 - d. **MEDIA BUY EXPENSES.** All media buy expenses ("**Media Buy Expenses**"), including but not limited to television, print and online advertising will be priced and billed

separately upon Cohen on behalf of Zelensky's prior approval. All Media Buy Expenses shall be subject to a standard agency commission of fifteen percent (15%) based on the gross spend of each media buy. The Media Buy Expenses shall be payable prior to the placement of any advertising.

- i. **CANCELLATIONS/REFUNDS:** In the event Cohen on behalf of Zelensky requests an already placed media buy be cancelled, Signal Group will refund Cohen on behalf of Zelensky for media costs reimbursed by media partners/vendors. Signal Group shall use every best effort to pull media that Cohen on behalf of Zelensky requests to cancel and will repay to Cohen on behalf of Zelensky all refunded advances paid for media that has not run. However, refunds are at the discretion of the vendors and commission for media that has already run will not be refunded.
3. **REPRESENTATIONS AND WARRANTIES.** Cohen on behalf of Zelensky represents and warrants it is duly qualified and in good standing and has the full right and authority to enter into this Agreement. In addition, by the execution of this Agreement, Mr. Marcus Cohen and Mr. Volodymyr Zelensky – Servant of the People, whose individual signatures are set forth at the end of this Agreement, each individual represents and warrants that Mr. Marcus Cohen is duly authorized to act on behalf of Mr. Volodymyr Zelensky – Servant of the People.
4. **COMPLIANCE OF LAWS.** All parties under this Agreement shall comply with all applicable federal and/or state laws, legislation, regulations, codes of practice or requirements including but not limited to, the Foreign Agents Registration Act of 1938 (FARA), as amended, and the Lobbying Disclosure Act of 1995, as amended.
5. **SANCTIONS.** Cohen on behalf of Zelensky confirms that none of the funds to be paid for the services provided under this Agreement have been obtained from any person on the Prohibited Parties List or the Sanctioned Parties List, and that none of the funds originate from persons or entities located in or organized under the laws of the countries subject to U.S. sanctions, where the involvement of such a person or entity would violate the sanctions laws of the United States. Furthermore, Cohen on behalf of Zelensky confirms that none of the funds to be paid for the services provided under this contract are the product of money laundering or terrorist financing activities.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Signal Group's relationship with Cohen on behalf of Zelensky will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, attorney-client or employer-employee relationship. Signal Group is not engaged in the practice of law. Signal Group is not the agent of Cohen on behalf of Zelensky and is not authorized to make any representation, contract, or commitment on behalf of Cohen on behalf of Zelensky.

7. **SECURITIES COMPLIANCE.** During the course of its work for Cohen on behalf of Zelensky and/or its other clients, Signal Group may be asked to solicit or may receive important information about publicly-traded companies or the markets, industries or regulatory environment in which these companies do business that has not yet been disclosed or been made available to the general public ("**Non-public Information**"). Signal Group is firmly committed to complying with all insider-trading laws, and as a result there will be information that it possesses from time to time that it will not disclose to Cohen on behalf of Zelensky. In particular, it will not disclose to Cohen on behalf of Zelensky any Non-public Information in its possession if the source of the information is under a duty of confidentiality regarding that information or if a duty has otherwise been imposed upon Signal Group to keep such information confidential. In addition, Signal Group will not disclose to Cohen on behalf of Zelensky any Non-public Information in its possession if, in Signal Group's judgment, disclosing that information would or could result in a violation of applicable securities laws.
8. **TERM.** This Agreement shall remain in place from April 3, 2019 until May 1, 2019 or until terminated by either Cohen on behalf of Zelensky or Signal Group as provided for in this Agreement. This Agreement shall be renewable upon written consent of both Cohen on behalf of Zelensky and Signal Group.
9. **TERMINATION.** Either Cohen on behalf of Zelensky or Signal Group may terminate this Agreement at any time and without any breach upon thirty (30) days' prior written notice.
10. **NON-SOLICITATION OF PERSONNEL.** During the Term and for one (1) year following the Term, Cohen on behalf of Zelensky shall not, directly or indirectly, (a) employ, or assist any other individual or entity in employing, any Signal Group Personnel, or (b) induce or solicit for employment or engagement, or assist any other individual or entity in inducing or soliciting for employment, any Signal Group Personnel. For the purposes of this Agreement, the term "**Signal Group Personnel**" refers to any individual who, in each case, is an employee or independent contractor of Signal Group at any time during the Term or at any time during the twelve (12) month period following the Term.
11. **GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principals thereof. The parties agree the exclusive place of jurisdiction for any action, suit, or proceeding arising under or in connection with this Agreement shall be the local or federal courts in Washington, DC.

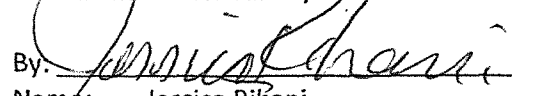
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Cohen on behalf of Zelensky and Signal Group have caused this Independent Contractor Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

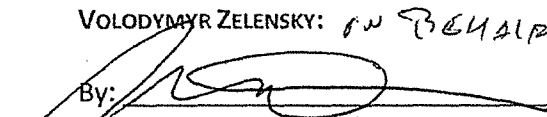
MARCUS COHEN:

By: 
Title:
Address:

SIGNAL GROUP CONSULTING, LLC:

By: 
Name: Jessica Rifani
Title: Chief Operating Officer
Address: 455 Massachusetts Avenue, NW

VOLODYMYR ZELENSKY:

on BEHALF of the
By: 
Title: Servant of the People
Address:

12th Floor
Washington, DC 20001
Zelensky Campaign

SCHEDULE A
to
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
by and between
MARCUS COHEN ON BEHALF OF VOLODYMYR ZELENSKY and
SIGNAL GROUP CONSULTING, LLC

All capitalized terms used herein shall be deemed to have the meanings set forth in the Independent Contractor Services Agreement by and between Marcus Cohen on behalf of Volodymyr Zelensky and Signal Group Consulting, LLC, dated as of April 3, 2019. Pursuant to the Agreement, Signal Group shall perform the following services for Cohen on behalf of Zelensky:

- Organizing a program of public relations and government relations meetings in Washington D.C.
- Introduce the principal and his team to the U.S. media.
- Facilitate media interviews, alongside meetings with think tank scholars and issue experts.
- Providing strategic U.S. media and government affairs counsel.