

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 BurgherGray LLP	2. Registration Number 6793
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3. Primary Address of Registrant
 1350 Broadway, Suite 406, New York, NY 10018

4. Name of Foreign Principal Ivanyan and Partners	5. Address of Foreign Principal Bldg A, 14 Kadashevskaya Nab Moscow, Russia RUSSIA 11907
6. Country/Region Represented RUSSIA	

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

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) N/A
- Individual-State nationality N/A

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

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant engages
N/A

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
N/A

- b) Aim, mission or objective of engagement
N/A

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.
Law firm. The managing partner is Kristopher Ivanyan.

b) Is this foreign principal:

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

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

See Appendix 11 for response.

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.

N/A

EXECUTION

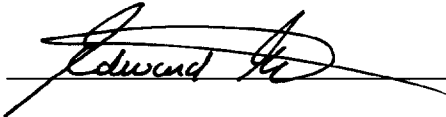
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>02/13/2020</u>	<u>Edward Eynon</u>	<u>/s/Edward Eynon</u>
<u>02/13/2020</u>	<u>Gaurav Parikh</u>	<u>/s/Gaurav Parikh</u>
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U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement

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 Exhibit A to Registration Statement, 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
<u>2/13/20</u>	<u>EDWARD EYNOW</u>	
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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement

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 Exhibit A to Registration Statement, 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
2/11/2020	GAURAV PARIKH	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Response to Item 11

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

Item 10(b)(1): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

Item 10(b)(2): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

Item 10(b)(3): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

Item 10(b)(4): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

Item 10(b)(5): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

Item 10(b)(6): The foreign principal is a privately owned law firm that is managed by Kristopher Ivanyan, a Russian citizen.

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 BurgherGray LLP	2. Registration Number 6793
------------------------------------------	--------------------------------

3. Name of Foreign Principal
Ivanyan and Partners

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? 01/15/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide written quarterly reports that summarize current events—all source materials are publicly available. Source materials include periodicals such as the New York Times, Washington Post, Roll Call, and the Wall Street Journal; documents provided by congressional committees (statements, supporting materials); subscription services (BGov, Politico Pro, Reuters) and think tank documents (Atlantic Council, Brookings, CAP, CATO, etc.).

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide written quarterly reports that summarize current events-all source materials are publicly available. Source materials include periodicals such as the New York Times, Washington Post, Roll Call, and the Wall Street Journal; documents provided by congressional committees (statements, supporting materials); subscription services (BGov, Politico Pro, Reuters) and think tank documents (Atlantic Council, Brookings, CAP, CATO, etc.).

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 or dissemination of informational materials.

To the extent that materials are collected, the agents will attend congressional hearings, think tank seminars, and monitor news events that are broadcast to the general public.

11. Prior to the date of registration² for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

To the extent that materials are collected, the agents will attend congressional hearings, think tank seminars, and monitor news events that are broadcast to the general public.

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register³ this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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
09/01/2019	Invanyan and Partners	Payment for quarterly report	\$125,000.00

\$125,000.00

13. During the period beginning 60 days prior to the obligation to register⁴ this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of 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.

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

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

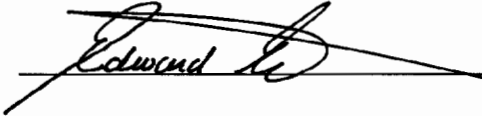
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
02/13/2020	Edward Eynon	/s/Edward Eynon
02/13/2020	Gaurav Parikh	/s/Gaurav Parikh
_____	_____	_____
_____	_____	_____

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement

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 Exhibit B to Registration Statement, 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
2/13/20	EDWARD EYNON	

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement

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Date

Printed Name

Signature

2/11/2020

GACRAN PARTHA





**WILSON
KEADJIAN
BROWNDORF**

Edward "Teddy" Eynon
Licensed to Practice in the State
of Arizona, New York & DC
2101 L Street, NW, Suite 800
Washington D.C. 20037
DID: 202.517.1109
Fax: 646.553.5899
teynon@wkbllp.com

January 17, 2019

Mr. Khristophor Ivanyan
Ivanyan & Partners
Bldg 3A, 14 Kadashevskaya Nab,
Moscow, Russia 11907

Irvine, CA

Western Springs, IL

VIA ELECTRONIC TRANSMISSION:

Hobart, IN

Re: Engagement Letter for Economic and Political Research Services

National Harbor, MD

Dear Mr. Ivanyan,

Scope of Engagement: We are pleased that you have selected Wilson, Keadjian & Browndorf LLP, ("WKB" or the "Firm"), through the undersigned, to represent Ivanyan & Partners ("Ivanyan") as counsel in connection with on-demand economic and political research services (the "Services"). Further, our representation of Ivanyan will extend to all other research matters that you may bring to our attention request that we serve as your counsel.

Cherry Hill, NJ

New York, NY

Philadelphia, PA

This engagement applies to all communication and Service provided by the Firm from October 1st 2018. This engagement shall be in force until December 31st 2019.

Washington DC

We will do our best to ensure that we provide Ivanyan with timely services. This letter will confirm the terms of our agreement to represent Ivanyan in this matter.

Brookfield, WI

Client Liaison and Firm Liaison. You will be the Firm's primary contact for furtherance of this agreement and Teddy Eynon will be the Firm attorney responsible for this engagement.

Cologne, Germany

Staffing and Professional Fees. Because of the nature of this engagement, our professional services will be charged as a flat retained fee on a quarterly basis. We have agreed that the flat fee will be US\$125,000 per quarter, and that the amount is reasonable given the scope and nature of this agreement, and earned at the time of payment. We will not use hourly rates as a basis of calculating the professional fees

London, United Kingdom

January 17, 2019

for performing these services. Rather, we will track the hours worked by the attorneys and lobbyists assigned to work on this matter. The current hourly rates for the Partners assigned to this matter and other attorneys and lobbyists who, at this time, have been identified to work on this engagement are as follows: Teddy Eynon, \$675.00 per hour, and Gaurav Parikh, \$500.00 per hour. The flat fee will not cover and external costs and expenditures other than fees incurred on your behalf or at your request, and will be billed separately.

In addition, may assign other attorneys and lobbyists in the Firm to work on certain aspects of the matter as needed, in the discretion of the Firm attorney responsible for this Engagement. Our hourly rates are subject to periodic reviews and adjustments and we reserve the right to revise our hourly rates in accordance with such general Firm reviews. The hourly rates or the quarterly flat fee used as the basis of our compensation noted above for this engagement will be not be adjusted prior to January 1, 2020.

Retainer and Deposit. It is the policy of our Firm to require a retainer for certain engagements because of their nature. Because of the scope and nature of this engagement for the services, the Firm, at this time, requires an advanced payment of the first quarterly payment, US\$125,000. We will require subsequent quarterly payments to be made at the beginning of each quarter. Thus, payments will be due no later than January 31, 2019; April 1, 2019; July 1, 2019; and September 1, 2019. At your discretion, you may pre-pay the quarterly payment and the pre-paid amount will be held in our trust account and applied against the following appropriate quarter. If you do not make payments set forth herein or expressly in the terms of the accompanying Standard Terms of Engagement and Supplement to Standard Terms of Engagement, or if payment of any bill is more than 20 days past due, then the Firm may require, and you agree to provide, such additional retainer or deposit as the firm may require. Moreover, should the nature and scope of this engagement expand to include other or additional work, the Firm may require an additional retainer. Failure to make payment as required herein or to provide such additional amounts as may be required for the retainer may result in the immediate suspension of work and/or termination of the engagement. The Services should be performed in full until December 31, 2019. Any advance payments which are not due for the Services by December 31, 2019 shall be returned to be returned to Ivanyan before January 31, 2020.

Additional Terms. There are several additional points for which we want to ensure clarity and understanding in the representation. Those points are set forth in the Standard Terms of Engagement and Supplement to the Standard Terms of Engagement. This Firm and undersigned counsel make no representation regarding whether your objectives for the representation can be achieved.

January 17, 2019

Conflicts Issues. You understand and acknowledge that WKB represents large numbers of business entities and financial institutions, as well as individuals. As a matter of practice, you have not identified the clients of Ivanyan and Partners. However, you understand and acknowledge that WKB or its clients could be adverse to Ivanyan's clients. You agree that we may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients are directly adverse to Ivanyan's clients, so long as those matters are not substantially related to our work for you and our representation of the other client would not involve our use of any confidential information you have provided us and would be otherwise permitted by the applicable Rules of Professional Conduct.

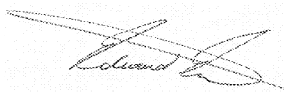
Right to Withdraw from Representation. The Firm reserves the right to Withdraw from this representation in the event that invoices are not paid on a timely basis or you have failed to otherwise fulfill your obligation to us.

Standard Terms of Engagement and Supplement to Standard Terms of Engagement. Wilson Keadjian Browndorf LLP's Standard Terms of Engagement are attached hereto and made a part hereof. Additionally, the nature and scope of this engagement make applicable the Supplement to the Standard Terms of Engagement, which are also attached hereto and made a part hereof.

If the foregoing, and the accompanying Standard Terms of Engagement and Supplement to Standard Terms of Engagement that are incorporated into this letter, correctly reflect the terms and conditions of your engagement of this Firm, please accept the engagement by signing this letter and return to me. Please return to me the executed engagement letter.

We look forward to representing you in this matter, appreciate your time and consideration, and sincerely hope to render the services that you may require in a manner that will be of greatest assistance to you.

Sincerely,



Edward "Teddy" Eynon
Wilson Keadjian Browndorf LLP

January 17, 2019

I HAVE READ THE FOREGOING ENGAGEMENT AGREEMENT, AND MY SIGNATURE INDICATES THAT I AGREE TO ALL OF ITS TERMS AND FULLY UNDERSTAND ITS PROVISIONS, THE ENGAGEMENT OF THE FIRM, INCLUDING THE TERMS SET FORTH IN THE STANDARD TERMS OF ENGAGEMENT AND THE SUPPLEMENT TO THE STANDARD TERMS OF ENGAGEMENT, AS STATED ABOVE ARE ACCEPTED AND APPROVED BY:

Mr. Khristophor Ivanyan
Ivanyan and Partners
Partner
Date: January 15, 2019

January 17, 2019

Wilson, Keadjian & Browndorf LLP
Standard Terms of Engagement

We are pleased that you have retained Wilson, Keadjian & Browndorf LLP to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

1. **The Scope of Our Services.** Our engagement letter to you sets for the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgement, we cannot guarantee the outcome of any matter.

2. **Primary Attorney.** The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professional possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's International or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

3. **The Client.** Wilson, Keadjian & Browndorf LLP will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members or

January 17, 2019

other individuals. Additionally, unless otherwise agreed in writing, our representation of an entity does not extend to its affiliates (such as parent, sister or subsidiary corporations).

- 4. Basis of Our Charges.** Unless other arrangements are made, our billing for legal services will be on a per hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter are available upon request. Our hourly rates are subject to periodic reviews and adjustments and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to preform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

- 5. Reimbursement of Costs and Expenses.** In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$12.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide fixed fee basis. Long distance phone charges are billed at tariff rates.
- 6. Frequency of Billing.** We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questions, the remainder of the invoices is to be paid within 30 days.

January 17, 2019

7. **Retainers.** Unless otherwise set forth in the engagement letter, it is understood that Wilson, Keadjian & Browndorf LLP may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, you will be called upon to replenish the retainer amount. Any unused portion of the retainer remaining after all legal services have been paid will be refunded.
8. **Conflicts of Interest.** Conflicts of interest are a concern for Wilson, Keadjian & Browndorf LLP and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is marked a competitor.

9. **Liability Insurance Coverage.** It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.
10. **Termination of Representation.** You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination so far representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you, If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

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At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

11. **Records Retention.** Subject to paragraph 10 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any physical or electronic files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.
12. **E-Mail and Cellular Phone Authorization.** Wilson, Keadjian & Browndorf LLP is able to communicate with clients via electronic mail over the Internet ("e-mail") and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Wilson, Keadjian & Browndorf LLP not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Wilson, Keadjian & Browndorf LLP to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Wilson, Keadjian & Browndorf LLP not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing. Please feel free to contact the attorney at the Firm responsible for the matters you have engaged use to address on your behalf if you have any questions regarding this policy.

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Wilson, Keadjian & Browndorf LLP
Supplement to Standard Terms of Engagement

We are pleased that you have retained Wilson, Keadjian & Browndorf LLP to provide legal services. Below are certain supplement terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter or the Standard Terms of Engagement and subject always to applicable rules of professional conduct. Please review this supplemental document carefully and retain it with your files.

1. ***No Assurances Regarding Outcome of Research, Examinations, Investigations, Claims and Litigation.*** Wilson, Keadjian & Browndorf LLP and the Firm's attorneys, including the signatory to the Engagement Letter, cannot and have not made any promises or guarantees regarding the outcome of the research or investigations contemplated by this engagement any examinations related thereto, including and claims and litigation should there be claims and litigation.
2. ***Communications with Government Agencies, Regulators and Departments.*** To the extent that you engage in communications with any Foreign, or United States Government agency or regulator, including the United States Attorney's Offices (USA), United States Congress, Department of State (DOS) and/or any other municipal, state, or federal regulators or representatives of any law enforcement agency, including the U.S. Department of Justice, without the participation of Wilson, Keadjian & Browndorf LLP, then you understand that such communications could impact adversely or otherwise affect the options available to you and the advice that we may give.
3. ***Entry of Appearance.*** If you decide that you wish for attorneys from Wilson, Keadjian & Browndorf LLP to enter an appearance on you behalf in and participate in the active defense of any charges brought by a regulator, civil or criminal enforcement agency or department, or other litigation, then Wilson, Keadjian & Browndorf LLP may require a supplemental engagement letter, as such representation may entail a more substantial retainer and other financial arrangements, if you choose to contest the allegations and charges.

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4. ***Cooperation in Examinations and Investigations.*** In connection with any examination and investigation, we will discuss with you the advantages and disadvantages associated with cooperating with the relevant regulator(s) and government agencies and department and the recommended approach to doing so. Wilson, Keadjian & Browndorf LLP and the undersigned cannot and will not make any promises or guarantees regarding the outcome or impact of any cooperation that you choose to provided, should you choose to cooperate with any regulator, government agency or government department, and you understand that it is entirely within the discretion of the regulator, agency or department to assess the value of such cooperation.
5. ***Effect of Previous Positions Asserted.*** You understand that various positions taken previously or without this Firm's or the assigned and responsible Wilson, Keadjian & Browndorf LLP counsel's consultation and recommendation on your behalf in any matters may impact, including adversely, the options and strategies available to you in defending any litigation, investigation or proceeding, and any other claims or charges that may follow.
6. ***Consent to Electronic Billing.*** You agree that Wilson, Keadjian & Browndorf LLP shall submit all bills to you electronically, via e-mail, and that you agree that all bills sent via e-mail shall be deemed delivered on the day following transmittal by Wilson, Keadjian & Browndorf LLP.
7. ***Charging for Professional Fees and Attorney Discretion.*** Although certain time expended on your behalf may not be charged in the discretion of the attorneys, Wilson, Keadjian & Browndorf LLP may charge professional fees for all communications and conferences in connection with any matter and this engagement, including communications and internal conferences that may pre-date the formal execution of the accompanying engagement letter. Additionally, for Firm recordkeeping and administrative purposes, we may open several matters in connection with your client representation. The use of multiple matters, including the attendant titles of each matter, in connection with our work for clients is common and has no substantive bearing on your representation. The engagement letter for each matter will define the scope of our representation and provisions of services.
8. ***Retention of Specialist for Production of Electronically Stored Information.*** IN addition to the above-described legal fees and costs and expenditures described in the Engagement Letter, the accompanying Standard Terms of Engagement and this Supplement to Standard Terms of Engagement, if applicable, the nature of regulatory examinations and investigations may implicate a requirement, depending on the volume of documents to be produced, the need for engaging the assistance of a forensic computer specialist ("ESI Professional"). For example, the DOJ requires production of documents in a certain specified format. You will be responsible for payment directly for the costs and services of the ESI Professional and certain other professionals, including experts and investigatory services should their retention become necessary, to assist us either in understanding or analyzing the circumstances at issue. Although we will enter into an

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appropriate retainer letter with the professionals to assure that it is clear that they are assisting counsel, and therefore, their communications and work product shall be and are covered by the attorney-client and work product rights and privileges, you agree to and will need to pay their bills promptly. In the event that you fail to do so, you understand that the professionals may suspend work, or withdraw completely, which may impact adversely our representation of you.

9. ***Options of Law and Anticipated Outcomes.*** At times you may call upon your attorney or another attorney with the Firm to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time of the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgement, we cannot guarantee the outcome of any matter.
10. ***Local, Domestic and International Travel.*** In the event that an attorney must travel out of the Washington, DC metropolitan area, Wilson, Keadjian & Browndorf LLP will bill you for the actual time worked subject to a minimum of eight hours per day for each full day away from the office, including travel time. Time billed includes travel to and from all points of departure, including airports and train stations; and all flight and travel time, including travel delays, flight cancellations and rescheduling delays. Also, please note that we will book business class tickets for flights exceeding a total of two and one-half hours in duration. However, travel time within the Washington, DC metropolitan area is billed on the basis of actual travel time involved.
11. ***Client Cooperation.*** You agree to return our phone calls and respond to our emails (based on agreed form of communications) on a timely basis. You agree to advise us of any need to reschedule appointments no less than 24 hours before the appointment, unless circumstances make it impossible to do so. You agree to provide requested documents on a timely basis, in order to avoid the need to seek repeated delays in an ongoing investigation, in pending case or to delay a pending transaction. Failure to comply reasonably with this provision may result in the termination of our representation.
12. ***Compliance with United States law and National Security Representations.*** The United States Government has enacted laws governing United States persons (including entities) doing business with persons (including entities) residing outside of the United States. By your counter-signature to the accompanying engagement letter, you make the following affirmative representations on your own behalf and on behalf of Ivanyan and Partners (including its partners and employees) which is based upon your personal knowledge of and due diligence performed in accordance with the laws of your country of residence in connection with each such individual: (1) you and Ivanyan and Partners are not identified on the "Specially Designated Nationals and Blocked Persons" list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; (2) you and Ivanyan and Partners are not a person or persons with whom doing business is prohibited under anti-terrorism and other laws of the United States with which you have knowledge, or of your country of residence; (3) you and Ivanyan and Partners have not violated and will not violate any anti-terrorism law of the United States with which you have knowledge or

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your country of residence; (4) you and Ivanyan and Partners shall use your best efforts to take all measures and actions to assure that all funds used to make payments to Wilson, Keadjian & Browndorf LLP under and with respect to this Agreement, as such Agreement defines the business relationship between Attorney and Client, are derived from transactions that did not, do not, and shall not, to the best of your knowledge, violate sanctions imposed by and anti-terrorism, and anti-money laundering laws of the United States, the laws of your country of residence, or the laws of the jurisdiction in which such funds originated, and (5) Ivanyan and Partners have conducted "know your client" due diligence to the extent required under the laws, regulations, and rules governing ethical conduct for law firms and lawyers who practice in jurisdictions in which you are licensed to practice and consistent with best practices for "know your employee" or "know your client" due diligence for law firm employment or client acceptance in jurisdictions in which you are licensed to practice.

13. ***Choice of Law/Forum Selection.*** This Agreement will be interpreted, construed, and governed by and under the laws of the District of Columbia and any action arising hereunder or with respect to this Firm's legal representation of the Client shall be brought only in the Superior Court for the District of Columbia or the United State District Court for the District of Columbia.

Please feel free to contact the attorney at the Firm responsible for the matter you have engaged us to address on your behalf if you have any question regarding these additional policies set forth in this Supplement to Standard Terms of Engagement.