Received by NSD/FARA Registration Unit 05/10/2019 12:59:00 PM OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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.

 Name and Address of Registrant The Network Companies, LLC 907 Ranch Road 620 South, Suite 302 Lakeway, Texas 78734 		2. Registration No. 6677
3. Name of Foreign Principal JSC Techsnabexport	4. Principal Address of Fore 28/s Ozerkovskaya nab. Moscow, 115184 Russia	ign Principal
 5. Indicate whether your foreign principal is one of Government of a foreign country ¹ Foreign political party 	f the following:	
□ Foreign or domestic organization: If eith	ner, check one of the following:	
Partnership	☐ Committee	
☑ Corporation	☐ Voluntary group	
Association	Other (specify)	
☐ Individual-State nationality		
6. If the foreign principal is a foreign government, a) Branch or agency represented by the re-		
N/A		
b) Name and title of official with whom r N/A	registrant deals	
7. If the foreign principal is a foreign political party a) Principal address N/A	y, state:	
b) Name and title of official with whom	registrant deals N/A	
c) Principal aim N/A		

^{1 &}quot;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.

FORM NSD-3

0.	ncipal is not a foreign government or a foreign	-	
,	ne nature of the business or activity of this forei	~ • •	
	chsnabexport ("TENEX") is one of the world's r nium enrichment services for western-type nu		provides a significant snare
Supervised	foreign principal: I by a foreign government, foreign political part	•	Yes ⊠ No □ —
Owned by	a foreign government, foreign political party, o	r other foreign principal	Yes 🛛 No 🗌
Directed by	y a foreign government, foreign political party,	or other foreign principal	Yes 🛛 No 🗌
	by a foreign government, foreign political part	• • •	Yes ⊠ No □
Financed b	y a foreign government, foreign political party,	or other foreign principal	Yes 🗵 No 🗌
Subsidized	in part by a foreign government, foreign politic	cal party, or other foreign principal	Yes ⊠ No 🗆
9 Fynlain fully all	items answered "Yes" in Item 8(b). (If addition	nal snace is needed a full insert nage my	est he used)
	rincipal is an organization and is not owned or all, state who owns and controls it.	controlled by a foreign government, forei	gn political party or other
In accordance v	vith 28 U.S.C. § 1746, the undersigned swears o	TUTION or affirms under penalty of perjury that he	c/she has read the
	forth in this Exhibit A to the registration statem their entirety true and accurate to the best of his		ontents thereof and that such
Date of Exhibit A	Name and Title	Signature	Sign
كامد حدد ورا	John Douglas Weaver, Senior Partner	1 Throng	

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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	2. Registration No.					
The Network Companies, LLC	6677					
3. Name of Foreign Principal						
JSC Techsnabexport						
Check App	propriate Box:					
4. The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is					
foreign principal has resulted from an exchange of corresp	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.					
contract nor an exchange of correspondence between the p	d the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of anding, its duration, the fees and expenses, if any, to be received.					
7. Describe fully the nature and method of performance of the ab John Douglas Weaver, Senior Partner of Registrant The Netw Consulting Agreement between The Network Companies, L TENEX-USA, Incorporated). Compensation for these service	vork Companies, LLC, performs the services described in the LC and Tenam Corporation (which is changing its name to					

8.	Describe fully the ac	tivities the registrant engages	s in or proposes to enga	ge in on behalf of	the above foreign princi	pal.
	strategies, advice, a on behalf of Tenam	anies, LLC and John Dougla: nd lobbying directed toward regarding the business of T tions or other restrictions in deration.	d the U.S. Congress an enam and its parent co	d Administration, ompany JSC Techs	and the U.S. nuclear en nabexport, including, v	ergy industry vithout
9.	Will the activities on the footnote below?	behalf of the above foreign Yes ⊠ No □	principal include politi	cal activities as def	ined in Section 1(o) of t	he Act and in
		uch political activities indicat cans to be employed to achiev		s, the relations, into	erests or policies to be in	nfluenced
	strategies, advice, a on behalf of Tenam	eanies, LLC and John Dougla and lobbying directed towar a regarding the business of T tions or other restrictions in deration.	d the U.S. Congress an enam and its parent co	d Administration, ompany JSC Techs	and the U.S. nuclear en mabexport, including, v	ergy industry vithout
			EXECUTION		***	· · · · · · · · · · · · · · · · · · ·
i	nformation set forth is	U.S.C. § 1746, the undersign n this Exhibit B to the registr ntirety true and accurate to th	ation statement and tha	t he/she is familiar	rjury that he/she has read with the contents thereo	i the of and that such
Da	ate of Exhibit B	Name and Title		Signature	1	Sign

Footnote: "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.

John Douglas Weaver, Senior Partner

CONSULTING CONTRACT BETWEEN

Tenam Corporation, a Maryland Corporation existing in good standing with offices located at 1050 Connecticut Ave., N.W. Washington, D.C. 20036

AND

The Network Companies, LLC, with offices located at 907 Ranch Road 620 South, Suite 302, Lakeway, Texas 78734.

1. BACKGROUND

- 1.1 This will set forth the terms and conditions of the agreement between Tenam Corporation, a Maryland corporation ("Tenam"), and The Network Companies, LLC ("Consultant"). Tenam and Consultant shall be hereinafter referred to individually as "Party" and collectively referred to as the "Parties", as the context requires.
- 1.2 Tenam has selected Consultant to provide government strategies, advice and lobbying services on the basis of Consultant's experience, qualifications, and reputation.
- 1.3 Each Party is of the opinion that the Consultant has the necessary qualifications, experience and abilities to assist and benefit Tenam in achieving its objectives as set forth herein.
- 1.4 Tenam desires to contract with Consultant and Consultant has agreed to accept and enter into such contract upon the terms and conditions set out in this Consulting Contract (the "Agreement").

NOW, THEREFORE, IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations and other consideration set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

2. <u>DURATION AND TERM</u>

This Agreement shall enter into force as of the date of signature of this Agreement by both Parties (the "Commencement Date"). Subject to earlier termination as provided in this Agreement, this Agreement shall remain in effect until December 31, 2020, unless mutually agreed otherwise in a writing signed by both Parties or terminated earlier as stipulated in this Agreement.

3. DESCRIPTION OF DUTIES / SCOPE OF ENGAGEMENT

3.1 Consultant, in exchange for Compensation as further explained in and subject to the terms of Section 4 of this Agreement, is being engaged to render the provision of government strategies, advice and lobbying (collectively "Services") directed toward the United States Congress and Administration, and the US nuclear energy industry, on behalf of Tenam

regarding the business of Tenam and its parent company, including, without limitation, relating to any sanctions or other restrictions in the area of atomic (nuclear) energy, trade or cooperation involving in any way the Russian Federation.

- A. Notwithstanding the above or any other provisions of this Agreement, Consultant shall not perform any Services under this Agreement without first (i) obtaining and continuously maintaining any and all registrations, permits, licenses or other approvals that may be required by applicable U.S. laws and regulations, including, without limitation, for acting as a lobbyist and/or as an agent of a foreign principal (the "Registration"), and (ii) providing written proof of the same (the "Proof of Registration") to Tenam.
- B. For the avoidance of doubt, the Parties agree and acknowledge that:
 - (1) Tenam shall not have any legal or equitable obligation to pay Consultant for any Services unless and until Consultant provides Proof of Registration, as and if required by applicable U.S. laws and regulations, to Tenam;
 - (2) Obtaining and continuously maintaining the Registration and providing the Proof of Registration to Tenam shall be a precondition of Tenam's obligation to make any payment to Consultant hereunder; and
 - (3) Consultant is not authorized to render any Services until and unless Consultant shall have duly and timely obtained and maintained any required Registration.
- 3.2 Consultant will report directly to the President of Tenam in accordance with paragraph 4.7 below and collaborate with others as needed and directed.
- 3.3 Consultant does not and shall not have the ability to hire and fire employees, consultants and/or vendors of Tenam.
- 3.4 Consultant agrees to be retained under the terms and conditions set forth in this Agreement. Consultant agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of Tenam.
- 3.5 Consultant will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position. However, the Parties acknowledge that Consultant cannot guarantee success in achieving any specific objective.

4. <u>COMPENSATION</u>

4.1. Within five (5) business days after Tenam's receipt of the Proof of Registration, if required, Tenam shall make an advance payment to Consultant for the Services in the amount of US \$250,000.00. No later than thirty (30) days after making the aforementioned \$250,000 payment, Tenam shall make an additional advance payment to Consultant for the Services in the amount of US \$100,000. Such advance payments totaling US \$350,000

- shall be deemed to include all Consultant's remuneration for the Services to be rendered through October 31, 2019.
- 4.2. If Consultant notifies Tenam of the necessity to continue rendering Services from November 1, 2019 through November 30, 2019, and if Tenam agrees with such a necessity, Consultant shall continue rendering Services during the said period and Tenam shall pay Consultant by November 7, 2019, a remuneration of US \$40,000.00 for rendering Services during the said period.
- 4.3. If Consultant notifies Tenam of the necessity to continue rendering Services from December 1, 2019 through December 31, 2019, and if Tenam agrees with such a necessity, Consultant shall continue rendering Services during the said period and Tenam shall pay Consultant by December 6, 2019, a remuneration of US \$40,000.00 for rendering Services during the said period.
- 4.4. If Consultant notifies Tenam of the necessity to continue rendering Services from January 1, 2020 through January 31, 2020, and if Tenam agrees with such a necessity, Consultant shall continue rendering Services during the said period and Tenam shall pay Consultant by January 10, 2020, a remuneration of US \$40,000.00 for rendering Services during the said period.
- 4.5. If Consultant notifies Tenam of the necessity to continue rendering Services from February 1, 2020 through December 31, 2020, and if Tenam agrees with such a necessity, Consultant shall continue rendering Services during the said period and Tenam shall pay Consultant by February 7, 2020, a remuneration of US \$40,000.00 for rendering Services during the said period.
- 4.6. For the avoidance of doubt, Tenam shall not be obligated to pay to Consultant for the Services rendered during the entire term of this Agreement any amount in excess of the amounts specified in paragraphs 4.1 through 4.5.
- 4.7. Consultant shall meet with or talk to the President of Tenam or its representative, by phone, by correspondence or in person on a regular basis and in no event less frequently than every fifteen (15) days, starting from the Commencement Date, and on such other times as the circumstances require, to provide Tenam with a report and general update on Consultant's activities. The Parties recognize that because of Consultant's and Tenam representatives' travel schedules, it may not be possible for the Parties to strictly adhere to this 15-day schedule, and the Parties hereby agree to make all good-faith efforts to adhere to such schedule for Consultant to regularly report to Tenam on his activities hereunder. To be effective, all written communications must be sent to the e-mail addresses as directed by the parties.
- 4.8. In addition to compliance with paragraphs 3.1(A) and 3.1(B) of this Agreement, as a precondition for all payments under the Agreement, the Parties expressly agree that payments for the Services, shall be expressly contingent upon Consultant performing the obligations set forth in paragraph 4.7 regarding communication with Tenam and that in

the event Consultant does not perform such obligations properly, Tenam is entitled at its discretion to suspend payments under this Agreement. Tenam shall be finally released from its suspended obligations to make payments accrued under the Agreement, upon termination of the Agreement in accordance with paragraphs 8.1 - 8.2 "Termination for cause".

- 4.9. It is understood that Consultant resides in Austin, Texas and that he will be required to travel to Washington, DC in order to perform the Services. Tenam agrees to reimburse Consultant for his reasonable expenses for such travels, including airfare and hotel (subject to provision by Consultant to Tenam of copies of documents confirming such expenses), with the understanding that Consultant will coordinate all travels with Tenam in order to maximize the efficiency and minimize the cost of such trips. The Parties expressly agree that in any case the total amount of expenses to be reimbursed by Tenam as stipulated in this paragraph 4.9 for the entire term of this Agreement shall not exceed US \$25,000.00.
- 4.10. All payments hereunder shall be made by a wire-transfer to Consultant's bank account in the United States, as directed by Consultant.
- 4.11. All payments to be made hereunder shall be subject to Consultant providing copies of documents confirming reimbursable expenses (in case any invoices deal with expenses to be reimbursed under paragraph 4.9) and any other documents reasonably requested by Tenam in order to comply with U.S. tax legislation regarding proof of business expenses. Tenam shall be responsible for fees and commissions of Tenam's bank and Consultant shall be responsible for fees and commissions of all other banks. Tenam's payment obligations hereunder shall be deemed fulfilled when the amount due to Consultant has been debited from Tenam's bank account.

5. EXCLUSIVITY

During the term of this Agreement, Consultant's Services to Tenam hereunder shall be exclusive to the extent that Consultant shall not work on behalf of another client whose interests compete against those of Tenam. Tenam is not bound by such exclusivity and may retain other consultants to provide services that are the same as or similar to the Services provided by Consultant hereunder.

6. CONFLICT OF INTEREST

During the term of this Agreement, Consultant will not, directly or indirectly, engage or participate in any other business activities that Tenam, in its reasonable discretion, determines to be in conflict with the best interests of Tenam without the written consent of Tenam.

7. CONTRACT BINDING AUTHORITY

Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, Consultant will not have the authority to enter into any contracts or commitments for or on the behalf of Tenam without first obtaining the express written consent of Tenam.

8. TERMINATION FOR CAUSE

81. In addition to all other rights and remedies available to Tenam pursuant to this Agreement or applicable laws, Tenam shall have the right to terminate this Agreement immediately for "cause." For purposes of this Agreement, "cause" shall include, but not be limited to (i) conduct which would make Consultant's continued status as an independent contractor of Tenam prejudicial to the best interests of Tenam, or (ii) if the Consultant fails to properly perform the obligations set forth in paragraph 4.7 for the period of two consecutive months, or (iii) if the Consultant fails to comply with any applicable laws and regulations.

8.2 The Parties expressly agree that if the Agreement is terminated by Tenam for "cause," Consultant shall be deemed to have forfeited any payments accrued according to the Agreement but not paid by Tenam as of the date of termination. If any of Tenam's payment is overdue before the forfeiture, such payment shall be deemed rightfully suspended by Tenam from the start.

8.3 If the Consultant fails to comply with any U.S. laws and/or regulations related to the Registration, in addition to forfeiture for all payments that are accrued but not paid by Tenam as stated above, the Consultant, within fifteen (15) days after receipt of respective notice from Tenam, shall return all payments effected by Tenam for the Services under the Agreement.

9. EARLY TERMINATION

The Parties expressly agree that if during the term of this Agreement any bill containing sanctions or other restrictions in the area of atomic (nuclear) energy, trade or cooperation involving in any way the Russian Federation is signed into law by the US President (or his veto is overridden by both Houses of the US Congress), Tenam shall have the right to terminate this Agreement, unless the Parties otherwise agree. In case of termination, the Consultant shall be deemed to have ceased rendering Services as of the last day of the month in which the notice of termination is issued. Upon termination hereunder, all payment obligations shall be canceled, except that termination hereunder shall not relieve, release or discharge Tenam from any obligation to pay Consultant for (i) the Services through and including the last day of the month in which the notice of termination is issued, and (ii) any incurred expenses provided in paragraph 4.9, provided Consultant has complied with the conditions for payments stipulated in paragraphs 3.1(A), 3.1(B) and 4.8. Any outstanding payments accrued prior to the termination hereunder shall be made within fifteen (15) days of the notice of termination.

10. TAX DUTIES AND RESPONSIBILITIES

Consultant is responsible for the payment of all required taxes, whether federal, state, or local in nature, including but not limited to, FICA taxes, self-employment taxes, income taxes, social security taxes, unemployment compensation taxes, and any other fees, charges, licenses, or other payments required by law.

11. CONFIDENTIAL INFORMATION

During the term of this Agreement and any time thereafter, Consultant shall not disclose to any person, firm, corporation, or other entity, or use any information with respect to the finances, operations, personnel or affairs of Tenam or any other confidential or proprietary information of Tenam (collectively, "Confidential Information"). This confidentiality requirement is subject to exception for and shall not apply to disclosures as required by applicable law but with the Consultant providing Tenam with immediate prior written notice of required disclosure of Confidential Information. This covenant shall survive the termination of this Agreement.

12. <u>COMPLIANCE WITH LAW</u>

- 12.1. Consultant shall, at all times during the term of this Agreement and at his own expense, (i) comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the Foreign Corrupt Practices Act and all other laws and regulations dealing with bribery and corruption, (ii) make all proper filings and disclosures as required by law on a timely basis, and (iii) maintain in force all registrations, licenses, permits and other approvals required for the performance of this Agreement.
- 12.2. Consultant represents and warrants that he is currently in strict compliance with all applicable federal, state and local laws and regulations regarding lobbying activities and that to the best of Consultant's knowledge there are no pending legal action against Consultant for possible violation of such laws or regulations.

13. OTHER AGREEMENTS

By signing this Agreement, each Party represents and warrants to the other Party that it is not bound by any other agreement, written or oral, which would preclude it from entering into and performing this Agreement.

14. REMEDIES

In the event of a breach or threatened breach by the Consultant of any of the provisions of this Agreement, the Consultant agrees that Tenam is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to Tenam at law or in equity, in order to prevent or restrain any such breach by the Consultant or by the Consultant's partners,

agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Consultant.

15. SEVERABILITY

Tenam and the Consultant acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by an arbitrator or court only to the extent deemed necessary by that arbitrator or court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

16. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by an authorized representative of each Party.

17. GOVERNING LAW

- 17.1. This Agreement will be construed in accordance with and governed by the laws of the State of Maryland without reference to its conflict of law provisions.
- 17.2. Except as otherwise provided under paragraph 16.3 below, all claims arising out of or relating to this Agreement (including its formation, performance and breach), shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") by one arbitrator in accordance with the AAA Commercial Arbitration Rules in affect at the time the arbitration is initiated. The arbitration shall be conducted in Bethesda, Maryland by one arbitrator. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. If any court or arbitrator determines that this arbitration provision is void or unenforceable for any reason or that the Parties are not bound to arbitrate their claims, then the disputes, claims or controversies deemed not to be subject to arbitration must be litigated in state or federal court located in Bethesda, Maryland.
- 17.3. Notwithstanding the foregoing, Tenam, at is sole election, may bring claims against Consultant that seek any injunctive relief or other equitable remedies in the federal and state courts located in Bethesda, Maryland (and may also assert all other claims in such action, including claims for damages and other remedies).

17.4. The fact that any Party has submitted a dispute to arbitration, the arbitration proceedings and related documents, communications, disclosures, the arbitral award and other decisions of the arbitrator, shall be kept confidential by the Parties and the arbitrator and shall all be considered to be Confidential Information subject to the provisions of section 10 hereof, except (i) to the extent that disclosure may be required of a Party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the consent of all Parties. Notwithstanding anything to the contrary, either Party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.

18. <u>NOTICES</u>

Unless otherwise provided herein, all notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by US registered or certified mail, return receipt requested, postage prepaid, or (d) if within the continental United States, one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Notices shall be addressed as set forth in the heading herein and paragraph 4.7 above, or to such other addresses as may have been furnished by such party in writing to the other.

19. MISCELLANEOUS PROVISIONS

- 19.1. Time is of the essence in this Agreement.
- 19.2. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 19.3. No failure or delay by either Party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 19.4. This Agreement may be executed in counterparts. Facsimile and scanned signatures sent by email are binding and are considered original signatures.
- 19.5. This Agreement constitutes the entire agreement between the Parties and there are no further items or provisions, either oral or written. The Parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

Received by NSD/FARA Registration Unit 05/10/2019 12:58:53 PM

IN WITNESS WHEREOF, the Parties have duly affixed their signatures under hand and seal on this 297 day of April, 2019.

TENAM:

Tenam Corporation

By: ______Fletcher Newton, President

CONSULTANT:

The Network Companies LLC

ohn Weaver