

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.

**1. Name and Address of Registrant**

The Livingston Group, LLC 499 S. Capitol Street, SW, Suite 600 Washington, DC 20003

**2. Registration No.**

#6344

**3. Name of Foreign Principal**

Innovative Technology &amp; Business Consulting LLC

**4. Principal Address of Foreign Principal**1829 Reisterstown Road, Suite 350  
Pikesville, MD 21208**5. Indicate whether your foreign principal is one of the following:**

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

**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

**7. If the foreign principal is a foreign political party, state:**

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. 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.

The foreign principal is a private limited liability corporation that is registered in the state of Maryland.

b) Is this foreign principal:

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The foreign principal has contracted with the registrant to provide government relations and representational services for persons supporting reform in Ukraine.

10. 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.

The foreign principal is a private limited liability corporation that is registered in the state of Maryland, and is wholly owned by Mr. Sergei Krasnitski.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
July 06, 2018		/s/ J. Allen Martin
		eSigned

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

The Livingston Group, LLC

2. Registration No.

#6344

3. Name of Foreign Principal

Innovative Technology &amp; Business Consulting LLC

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

The foreign principal has contracted with the registrant to provide government relations and representational services for persons supporting reform in Ukraine. See responses to Items 8 and 9.

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

The registrant will research and analyze issues of concern to the principal. The registrant will counsel the principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with Members of Congress and their staff, Executive branch officials, and think-tanks and NGOs.

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

All of the activities listed in Item 9 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal and its issues of concern to interested persons in both the public and private sectors. At the request of the principal, meetings with Members of Congress and their staff, Executive branch officials, and think-tanks and NGOs may be arranged.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
July 06, 2018		/s/ J. Allen Martin <span style="float: right;">eSigned</span>

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.



The Livingston Group, LLC  
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Suite 600  
Washington, DC 20003  
(202) 289-9881  
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June 28, 2018

Mr. Sergei Krasnitski  
ITBC LLC  
1829 Reisterstown Road, Suite 350  
Pikesville MD 21208

Dear Mr. Krasnitski:

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement between ITBC LLC (hereafter referred to as "Client") and The Livingston Group, LLC ("TLG"). The terms of the agreement are as follows:

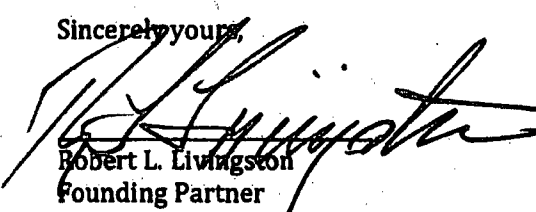
- This agreement will extend over a twelve (12) month period beginning June 28, 2018 and terminating June 27, 2019. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date.
- TLG agrees to provide the Client with government affairs representation and lobbying service before the federal government on promotional issues related to Ukraine and any other matters mutually agreed upon.
- The Client agrees to pay TLG \$50,000 US per month. Payment for the first two months, in the amount of \$100,000 US, will be due upon signing of this agreement. Thereafter, a monthly invoice will be sent to you or your designated representative. Payment for such invoices will be due on receipt of invoice.
- Any additional large expenses, e.g. for travel to meet with client, shall be approved in advance by the Client. Payment of the first two months' retainer fee is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for retainer fees and itemized expenses to you or your designated representative. Such invoices are payable on receipt of invoice. Balances over 30 days are subject to finance charge of 1% per month. The Client shall make no retainer or other payments to The Livingston Group, LLC from federally appropriated funds or other funds from restricted or prohibited sources.
- The obligation of TLG, by and through the counsel and activities of Robert L. Livingston and any other TLG employees and/or consultants, will be to represent the Client as permitted by the Foreign Agents Registration Act of 1938, the Ethics Reform Act of 1989, and other applicable United States laws and regulations. TLG

shall provide the Client with government affairs representation before the government of the United States, the United States Congress and non-governmental organizations, as required and mutually agreed.

- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind the Client in any manner whatsoever, absent the express written consent of the Client. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Client harmless from any claims which arise from said acts. TLG shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.
- As is true with all government relations services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.
- The Client is not authorized to bind The Livingston Group, LLC in any matter whatsoever, absent the express written consent of TLG. The Client shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Livingston Group, LLC harmless from any claims which arise from said acts.

I trust this accurately reflects the discussions we have had. If you agree, please sign below in the space indicated and return one copy to me.

Sincerely yours,



Robert L. Livingston  
Founding Partner  
The Livingston Group, LLC

AGREED TO AND ACCEPTED BY:



Sergei Krasnitski  
Managing Member  
ITBC LLC