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COMM/ISS/REGISTRATION UNIT

September 6, 2007

Dr. Emsley D. Tromp
President
Bank van de Nederlandse Antillen

Dear Dr. Tromp:

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement between Bank van de Nederlands Antillen (Bank) and the Livingston Group, LLC. The terms of the agreement are as follows:

- This agreement will extend over a 12-month period beginning September 1, 2007 and terminating August 31, 2008. It will be automatically renewed for an additional 12-month period unless terminated by either party.
- The Livingston Group agrees to provide Bank with government affairs representation and lobbying service before the US federal government as well as any other matters mutually agreed upon.
- Bank agrees to pay The Livingston Group, LLC US \$40,000 per month plus normal out of pocket expenses (e.g. fax and long distance telephone charges, courier fees) for the contract period. Such out-of-pocket expenses shall be limited to \$250.00 per month. Any additional large expenses, e.g. for travel to meet with client, shall be approved in advance by Bank. The first monthly retainer fee in the amount of \$40,000 is required at the time of the signature of this agreement. The balance of the retainer fee shall be submitted in a monthly invoice to you or your designated representative. Such invoices are payable within thirty (30) days. Bank shall make no retainer or other payments to The Livingston Group, L.L.C. from US federally appropriated funds or other funds from restricted or prohibited sources.
- The Livingston Group, LLC agrees that it will not divulge to third parties, without the written consent of Bank, information obtained from or through Bank, or developed or obtained by The Livingston Group, LLC in connection with the performance of its services under this Agreement unless: (i) the information is known to The Livingston Group, LLC prior to obtaining it from Bank; (ii) the information is, at the time of disclosure by the Livingston Group, LLC, then in the public domain; or (iii) the information is obtained by The Livingston Group, LLC from a third party who did not receive it directly or indirectly from Bank. Notwithstanding any provision in this Agreement, nothing herein shall be construed as preventing The Livingston Group, LLC from complying with applicable US disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act.
- The Livingston Group, LLC agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. The Livingston Group, LLC is an independent contractor, and, as such, has no authority to bind Bank in any manner whatsoever, absent the express written consent of Bank. The Livingston Group, LLC shall be solely responsible for the acts of its employees and/or agents and shall defend and hold Bank harmless from any claims that arise from said acts. The Livingston Group, LLC shall be responsible for notifying Bank of any potential conflicts between its representation of Bank and any other party.
- Bank has no authority to bind the Livingston Group, LLC in any matter whatsoever, absent the express written consent of the Livingston Group, LLC. Bank 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 discussion we had. If you agree, please sign below and return one original to me.

Signature:

Robert L. Livingston
President
The Livingston Group, LLC

Agreed to and accepted by:

Dr. Emsley D. Tromp
President
Bank van de Nederlandse Antillen