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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires April 30, 2017

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 http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Forcign 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: http://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: http://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, Counterespionage 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 | | 2. Registration No. |
|---|---|---------------------|
| MKW Group, LLC | | 6318 |
| 3. Name of Foreign Principal Aveiro LP | 4. Principal Address of Foreign Princips Suite 1 54 Lisburn Road Belfast, BT9 6AF, Northern Ireland | <u> </u> |
| 5. Indicate whether your foreign principal is one of the follow Government of a foreign country Foreign political party Foreign or domestic organization: If either, check of Partnership Corporation | one of the following: Committee Voluntary group | |
| Individual-State nationality 6. If the foreign principal is a foreign government, state: | Other (specify) Limited Partnership | |
| a) Branch or agency represented by the registrant b) Name and title of official with whom registrant de | eals | |
| 7. If the foreign principal is a foreign political party, state: a) Principal address | | |
| b) Name and title of official with whom registrant dc) Principal aim | leals | |

^{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.

| a) State the na | - | foreign gover | nment or a f | oreign politica | party: | | | | | |
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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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 http://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: http://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, Counterespionage 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. | | | | |
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| MKW Group, LLC | 6318 | · · · · · · | | | |
| 3. Name of Foreign Principal | Property of the Control of the Contr | | | | |
| Aveiro LP | | | | | |
| | Check Appropriate Box: | - And Andrews | | | |
| checked, attach a copy of the contract to There is no formal written contract between foreign principal has resulted from an experience of the contract between the contract bet | nd the above-named foreign principal is a formal writter of this exhibit. ween the registrant and the foreign principal. The agreer exchange of correspondence. If this box is checked, attacy initial proposal which has been adopted by reference in | nent with the above-named | | | |
| contract nor an exchange of corresponde | en the registrant and the foreign principal is the result of ence between the parties. If this box is checked, give a eement or understanding, its duration, the fees and exper | complete description below of | | | |
| 7. Describe fully the nature and method of per | formance of the above indicated agreement or understan | ding. | | | |
| agreement, MKW will provide business add This may also include encouraging Congre members of Congress regarding Aveiro's a | with Aveiro LP is effective through December 31, 2016 vice, public policy advice, and services relating to key i ess to pass legislation in furtherance of Aveiro's mission activities and business ventures and public policy consideral advice or counsel to any members of Aveiro. | ssues of concern to Aveiro. n as well as educating | | | |

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| As described per the agreement, MKW will provide business advice, public policy advice, and services relating to key issues of concern to Aveiro. This may also include encouraging Congress to pass legislation in furtherance of Aveiro sinssion as well as educating members of Congress regarding Aveiro's activities and business ventures and public policy consulting services. MKW's representation does not include providing legal advice or counsel to any members of Aveiro. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(a) of the Act and it the footnote below? Yes \(\subseteq \text{ No } \) \(\subseteq \) No \(\subseteq \text{ If the activities and behalf of the above foreign principal include political activities as defined in Section 1(a) of the Act and it the footnote below? Yes \(\subseteq \text{ No } \) \(\subseteq \) No \(\subseteq 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. As described per the agreement, MKW will provide business advice, public policy advice, and services relating to key issues of concern to Aveiro. This may also include encouraging Congress to pass legislation in furtherance of Aveiro's mission as well as educating members of Congress regarding Aveiro's activities and business ventures and public policy consulting services. MKW's representation does not include providing legal advice or counsel to any members of Aveiro. | of concern to Aveir well as educating m | o. This may a tembers of C | also include enc | | | ic policy advice | | |
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| accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the formation set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that suntents are in their entirety true and accurate to the best of his/her knowledge and belief. Signature Signature | formation set forth in ntents are in their en | tirety true an | | - | Sign | nature / | <u>a</u> | |



AVEIRO

CONSULTANT AGREEMENT

This agreement is entered into by AVEIRO LP, (AVEIRO), and MKW GROUP, LLC, (MKW), to enable AVEIRO to reverve consulting services from MKW under the terms and conditions set torth herein.

- 1. Term: This Agreement is effective from March 17, 2016 through December 31, 2016. A retainer in the amount of the month, plus expenses not to exceed without prior client approval, will be billed in advance on the 1st of each month for the term of the contract. This agreement shall automatically extend unless terminated at the choice of either party.
- 2. Scope: MKW will provide, business advice, public policy advice and services relating to key issues of concern to AVEIRO. This may also include encouraging Congress to pass legislation in furtherance of AVEIRO's mission as well as educating members of Congress regarding AVEIRO's activities and business ventures and public policy consulting services as assigned by AVEIRO and confirmed in writing. It is understood that this representation does not give rise to an attorney-client relationship between MKW and any other entity or individual. MKW's representation of AVEIRO does not include providing legal advice or counsel to any individual members of AVEIRO.
- 3 Acceptance: Services will be performed in a professional manner consistent with applicable rules of professional conduct.
- 4. Time is of the Essence: MKW will perform services promptly and will meet all time commitments. MKW agrees that this is a material term of this agreement.
- 5. Independent Contractor: MKW certifies that it is engaged in an independent husiness and will perform its obligations pursuant to this agreement as an independent contractor and not as the agent or employees of AVEIRO. Any persons who perform services hereunder will be solely the employees or agents of MKW under its sole and exclusive direction and control. MKW is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents: (b) compliance with all federal, state and local rules and regulations.
- 6. Confidential Information: Any business or technical information furnished, disclosed or made accessible by AVEIRO to MKW, whether verbally or in writing (including, but not

limited to, trade socrets, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation), whether of AVEIRO or a third party ("Information") is confidential and proprietary, unless otherwise publically available. MKW will hold information in confidence and will use it solely for the purpose of providing services.

- Except as expressly provided herein, the receiving party will: (a) not use confidential information of the disclosing party for any purpose other than the fulfillment of its obligations under this agreement; (b) not disclose confidential information of the disclosing party to any third party (including any affiliate of itself or of the disclosing party) without the prior written consent of the disclosing party; (c) not make any copies of confidential information of the disclosing party without the disclosing party's prior consent, and (d) protect and treat all confidential information of the disclosing party with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The receiving party will only disclose confidential information of the disclosing party to its employees and/or agents who have a "need to know" for purposes of this agreement. The receiving party will notify and inform such employees and/or agents of the receiving party's obligations under this agreement, and the receiving party will be responsible for any breach of this agreement by its employees and/or agents. In the event that the receiving party is required to disclose confidential information of the disclosing party pursuant to law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the confidential information from further disclosure.
- 6.2 Upon expiration of this agreement, the receiving party will promptly turn over to the disclosing party, or at the disclosing party's direction destroy, all confidential information of the disclosing party, in whole or in part, in whatever format, including any copies.
- 7. Advertising and Publicity: Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the prior written permission of the other party.
- 8. Termination for Convenience; Cancellation: Each party may terminate this agreement, in whole or in part, without further liability, for its convenience upon 60 days prior written notice.
- 9. Records and Audits: MKW will maintain complete and accurate records of all charges incurred on behalf of AVEIRO under this agreement for a period of twenty-four months from the date of termination of the agreement. AVEIRO will have the right to inspect MKW's records upon reasonable notice and to retain copies thereof.

- 10. Assignment and Delegation: No rights or interests in the agreement will be assigned by MKW (including the hiring of subcontractors to perform any part of services) without the prior written consent of AVEIRO.
- 11. Modifications or Amendments: No modifications or amendments will be made to this agreement unless in writing and signed by the parties.
- 12. Conflicts: AVEIRO understands and acknowledges that MKW, a consulting firm, represents and provides consulting services to many other companies and individuals. It is possible that, during the time that MKW is providing services to AVEIRO under this agreement, some of MKW's present or future clients will have actual or positional differences and disputes with AVEIRO. MKW shall notify AVEIRO of any services it is performing, or will perform, for any third party which will be directly adverse to AVEIRO's interest. This provision shall not be considered a waiver of any conflicts of interest. In addition to other remedies available to AVEIRO, in the event that MKW does perform services for a third party that are directly adverse to AVEIRO's interest, AVEIRO may immediately terminate this agreement without notice or further liability.
- 13. Payment: It is understood that AVEIRO will pay the bills related to this matter.

The parties, intending to be legally bound, have caused this agreement to be executed on the dates set forth below.

Uliya Bilousova AVEIRO 54 Lisburn Rd. Ste. 1 Belfast, Northern Ireland Joe Williams
Principal
MKW Group, LLC
1775 Eye Street NW Ste. 1150
Washington, DC 20006

(Date)

Uliya Bilousota

(Date)

Joe Williams