#### 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 <u>https://www.fara.gov</u>.

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: <a href="https://www.fara.gov">https://www.fara.gov</a>. 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. 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: <a href="https://www.fara.gov">https://www.fara.gov</a>.

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	2. Registration Number
KAConsulting LLC	7437

3. Primary Address of Registrant

2943 Benton Pl NW, Washington, DC 20008

4. Name of Foreign Principal ик Office of Victor Pinchuk Foundation	5. Address of Foreign Principal Third Floor, 95 The Promenade Cheltenham, Gloucestershire UNITED KINGDOM GL50 1HH		
6. Country/Region Represented UKRAINE			
<ul> <li>7. Indicate whether the foreign principal is one of the following:</li> <li>☐ Government of a foreign country<sup>1</sup></li> <li>☐ Foreign political party</li> <li>⊠ Foreign or domestic organization: If either, check one of the following:</li> <li>☐ Partnership</li> <li>☐ Committee</li> <li>☐ Corporation</li> <li>☐ Voluntary group</li> <li>☐ Association</li> <li>☑ Other (specify) See Appendix for Response</li> </ul>			

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

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

<sup>1 &</sup>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.

- 9. If the foreign principal is a foreign political party, state:
  - a) Name and title of official(s) with whom registrant engages
  - b) Aim, mission or objective of foreign political party

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.
 The UK Office of Victor Pinchuk Foundation is a registered, private, nonpartisan, philanthropic company
 limited by quarantee in the United Kingdom primarily focused on advancing artistic scientific charita

limited by guarantee in the United Kingdom primarily focused on advancing artistic, scientific, charitable, benevolent, and philanthropic purposes in Ukraine or related to Ukraine. The Foundation was established in 2006 by public figure and businessman, Victor Pinchuk.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🗵
Owned by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🗵
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🛛
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🕱
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🗵
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🛛

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

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.

Victor Pinchuk owns and controls the foreign principal. The Ukrainian government does not own or control the foreign principal. However, the Ukrainian government is the principal beneficiary of the registrant's activities directed by the foreign principal.

### 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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
08/02/2024	Kellyanne E. Conway	Sign /s/Kellyanne E. Conway
		Sign
	·	Sign
	i	Sign

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#### 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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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 Hellyown Comay 7/30/2024 Kellyane Convey

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#### Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

The UK Office of Victor Pinchuk Foundation is a registered, private, nonpartisan, philanthropic company limited by guarantee in the United Kingdom primarily focused on advancing artistic, scientific, charitable, benevolent, and philanthropic purposes in Ukraine or related to Ukraine. 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 <a href="https://www.fara.gov">https://www.fara.gov</a>.

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: <a href="https://www.fara.gov">https://www.fara.gov</a>. 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: <a href="https://www.fara.gov">https://www.fara.gov</a>.

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	2. Registration Number
KAConsulting LLC	7437

 Name of Foreign Principal UK Office of Victor Pinchuk Foundation

#### Check Appropriate Box:

- 4. It magneement 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? 07/25/2024

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

See Appendix for Response

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

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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 and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for 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, including political activities.

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

Date

Contact

Method

Purpose

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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes 🗌 No 🗵

If yes, set forth below in the required detail an account of such monies or things of value.

Date

Recipient

Purpose

Amount/Thing of Value

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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
08/02/2024	Kellyanne E. Conway	Sign /s/Kellyanne E. Conway
		Sign
		Sign
		Sign

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#### EXECUTION

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Date Printed Name Signature Hellyown Comay 7/30/2024 Kellyane Convey

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#### Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

- Engage US lawmakers, experts and opinion makers to explain the importance of Ukraine to the rules-based order and the protection of democratic principles;

- Make best efforts to convince US lawmakers, experts and opinion makers, to attend the annual meeting of Yalta European Strategy in Kyiv on September 13 - 14 (YES AM), or to participate virtually) at the Client's expense and subject to the Client's confirmation, and provided that such lawmakers, experts and opinion makers are compliant with all laws, rules and regulations that apply to such travel paid for by the Client; - Make best efforts to convince US political leaders to speak at the YES AM and similar meetings, conferences, and engagements, either in-person or virtually;

- Contribute to raising awareness among US decision makers of Ukrainians' fight for freedom and the Russian illegal war of aggression;

- Assist with organising meetings of Ukrainian soldiers and veterans with US political leaders to share their insights;

- Keep the Client informed of its progress and achievements and its assessment of the current state of views on Ukraine among US elected officials, candidates, experts, and opinion leaders;

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

- Engage US lawmakers, experts and opinion makers to explain the importance of Ukraine to the rules-based order and the protection of democratic principles;

- Make best efforts to convince US lawmakers, experts and opinion makers, to attend the annual meeting of Yalta European Strategy in Kyiv on September 13 - 14 (YES AM), or to participate virtually) at the Client's expense and subject to the Client's confirmation, and provided that such lawmakers, experts and opinion makers are compliant with all laws, rules and regulations that apply to such travel paid for by the Client; - Make best efforts to convince US political leaders to speak at the YES AM and similar meetings, conferences, and engagements, either in-person or virtually;

- Contribute to raising awareness among US decision makers of Ukrainians' fight for freedom and the Russian illegal war of aggression;

- Assist with organising meetings of Ukrainian soldiers and veterans with US political leaders to share their insights;

- Keep the Client informed of its progress and achievements and its assessment of the current state of views on Ukraine among US elected officials, candidates, experts, and opinion leaders;

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(0) of the Act. 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 and dissemination of informational materials.

- Engage US lawmakers, experts and opinion makers to explain the importance of Ukraine to the rules-based order and the protection of democratic principles;

Make best efforts to convince US lawmakers, experts and opinion makers, to attend the annual meeting of Yalta European Strategy in Kyiv on September 13 - 14 (YES AM), or to participate virtually) at the Client's expense and subject to the Client's confirmation, and provided that such lawmakers, experts and opinion makers are compliant with all laws, rules and regulations that apply to such travel paid for by the Client;
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- Contribute to raising awareness among US decision makers of Ukrainians' fight for freedom and the Russian illegal war of aggression;

- Assist with organising meetings of Ukrainian soldiers and veterans with US political leaders to share their insights;

### PROFESSIONAL SERVICES AGREEMENT

**This Agreement** is effective as of July 25, 2024 (the "Effective Date"), by and between KAConsulting, LLC ("KAConsulting" or "Consultant") and UK Office of The Victor Pinchuk Foundation ("Client"). The Consultant agrees to provide government relations consulting and lobbying services as described herein ("Services") to the Client for the term of this Agreement.

**Scope:** the Client hereby retains the Consultant, and the Consultant hereby agrees to provide government relations consulting and lobbying services to the Client in connection with supporting Ukraine's democratic, transparent development based on integration in European and transatlantic structures and strong relations with the US. Please see Exhibit A for a more detailed scope of work.

**Term:** This Agreement shall commence on July 25, 2024 and continue through November 14, 2024 (the "Term"). The parties may agree in writing to extend the Term with all conditions remaining the same.

**Compensation**: In consideration of the satisfactory performance of the Consultant's obligations hereunder, the Client shall pay the Consultant, upon monthly invoices, a monthly fee of \$ 50,000 (fifty-thousand U.S. dollars) for the duration of the Term, unless earlier terminated as set forth herein. Any additional expenses, for which the Consultant intends to seek reimbursement, must be approved in writing by the Client before such expenses are incurred. The Consultant shall pay all of its expenses including, but not limited to, clerical, workers' compensation, unemployment and other insurance, taxes, registrations, etc., as required by law.

**Compliance:** the Consultant agrees to comply with all applicable laws, rules and regulations. The Consultant represents and warrants to the Client that (i) she has obtained all licenses, permits, and/or approvals and has made all required registrations and disclosures necessary for the performance of the Services, (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, approvals, registrations or disclosures, and (iii) the provision of Services under this Agreement is not a violation. The Consultant shall ensure compliance with all legal requirements applicable to the Services provided.

**Confidential Information:** the Consultant shall preserve in strict confidence any information ("Confidential Information") it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to the Consultant prior to obtaining it from the Client; (ii) information that is obtained by the Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement. At the expiration or termination of the Agreement, the Consultant shall, except as required by applicable law, upon the Client's written request either (i) return to the Client all

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Confidential Information and all copies and notes of such Confidential Information in the possession of the Consultant, or (ii) destroy such Confidential Information and all copies and notes of such information in the possession of the Consultant, and in both cases, the Consultant shall promptly thereafter certify in writing that it has done so.

**Contract Termination**: This Agreement may be terminated by either party, with or without cause, at any time during the Term upon seven (7) days' prior written notice to the other party. In the event that the Agreement is terminated, the Client will only be responsible for paying the Consultant for Services rendered but not paid for up to the termination date in an amount pro-rated to the number of days that has passed since the invoice date for the previous month.

**Indemnity**: the Consultant agrees to indemnify and hold harmless the Client and the Client's respective officers, directors, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to the Consultant's acts, omissions or representations, and/or resulting from, arising out of, or related to any breach of any warranty, representation, covenant, or any other term or condition contained in this Agreement by the Consultant.

**Limitation on Liability.** In no event shall the Client or its respective officers, directors, employees or representatives be liable for any consequential, special or indirect damages arising hereunder, even if a party has been advised of the possibility of such claims.

**No Public Statements**: the Consultant agrees to refrain from making any statements to the press, media or general public ("Public Statements"), whether written or oral, on behalf of or concerning the Client, Services, or the subject matter of this Agreement, without the prior approval of the Client. "Public Statements" shall not include private discussions with lawmakers, policymakers, opinion makers, government employees and officials and their representatives and consultants.

**Independent Contractor:** The relationship between the Client and the Consultant established by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. The Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of the Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. The Consultant agrees to maintain commercially reasonable data privacy and security safeguards to protect against the unauthorized access, destruction, loss, alteration, or disclosure of the Confidential Information in its possession.

**Conflicts of Interest**: the Consultant has evaluated this engagement for conflicts of interest and the Consultant is not presently aware of any conflicts of interest. It is

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possible that during the Term some of the Consultant's present or future clients may have interests, transactions or disputes adverse to the Client. The Consultant agrees to promptly notify the Client upon discovery of any conflicts of interest. In such cases, the Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver in each instance in order to represent another client or prospective client with interests adverse to Client. The Client agrees that in each instance where the Consultant requests a waiver in order to represent another client or prospective client adverse to the Client, the Client will provide its grant or denial of such waiver within 5 business days; provided, however, that the Client shall have the sole and absolute discretion to grant or deny such waiver.

**Entire Agreement**. This Agreement is the entire agreement between the Consultant and the Client with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written. Any modification to this Agreement must be in writing signed by an officer or authorized representative of each party.

**Governing Law and Dispute Resolution**. The parties agree that this Agreement will be governed by and construed under English law without regard to its conflicts of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved by English courts.

**Assignment**. The Consultant may not assign this Agreement without the prior written consent of the Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. This Agreement shall not be binding until it is signed by the Client and the Consultant.

DocuSigned by: Kellyanne Conway

By <u>F47A9F554F434E1</u> Name: Kellyanne Conway Title: Managing Member, KAConsulting, LLC Date: <sup>7/25/2024</sup>

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By\_\_\_\_\_ Name: Victoria Chernyavska Title: Financial Director, Victor Pinchuk Foundation Date:

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### Exhibit A

### Scope of Services

The Consultant will undertake the following actions:

 engage US lawmakers and experts and opinion makers, to explain the importance of Ukraine to the rules-based order and the protection of democratic principles;

- make best efforts to convince US lawmakers, experts and opinion makers, to attend the annual meeting of Yalta European Strategy in Kyiv on September 13 - 14 (YES AM, or to participate virtually) at the Client's expense and subject to the Client's confirmation, and provided that such lawmakers, experts and opinion makers are compliant with all laws, rules and regulations that apply to such travel paid for by the Client;

 make best efforts to convince US political leaders to speak at the YES AM and similar meetings, conferences, and engagements, either in-person or virtually;

- contribute to raising awareness among US decision makers of Ukrainians' fight for freedom and the Russian illegal war of aggression;

- assist with organising meetings of Ukrainian soldiers and veterans with US political leaders to share their insights;

 keep the Client informed of its progress and achievements and its assessment of the current state of views on Ukraine among US elected officials, candidates, experts, and opinion leaders;