U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
JEFFERSON WATERMAN INTERNATIONAL
1341 G STREET, NW, SUITE 1100
WASHINGTON, DC 20005

2. Registration No.
4990

3. Name of foreign principal
GEC-MARCONI LIMITED

4. Principal address of foreign principal
The Grove, Warren Lane
Stanmore, Middlesex
HA7 4LY England

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership ☐ Committee

☒ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals.

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

a) Principal address N/A

b) Name and title of official with whom registrant deals.

c) Principal aim

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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

Manufacturing of defense electronics

b) Is this foreign principal

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 whole 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 ☒

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

N/A

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.

Wholly-owned subsidiary of the General Electric Company of England, a publicly held and traded company.

Date of Exhibit A	Name and Title	Signature
8/23/95	Carolyn M. Cuppernull Chief Administrative Officer The Jefferson Group	Carolyn Cuppernull

*U.S. Government Printing Office: 1993 — 342-487/72127

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
JEFFERSON WATERMAN INTERNATIONAL	4990

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.

2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. ☐ 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 the expenses, if any, to be received.

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

Registrant will assist Foreign Principal make the case for use of said Foreign Principal's products on US-made military aircraft sold overseas. Registrant will communicate with said Foreign Principal and as events merit.

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

Registrant will work to make the case for use of Foreign Principal's products on US-made military aircraft sold overseas. As necessary, Registrant will communicate with Members of Congress and their staff and Executive Branch officials, including State and Defense Department officials. Registrant will also track, and advise Foreign Principal of, key developments--such as legislative or executive branch actions--affecting said Foreign Principal's operations.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]
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.

See #5

Date of Exhibit B	Name and Title	Signature
8/23/95	Carolyn M. Cuppernull Chief Administrative Officer The Jefferson Group	Carolyn Cuppernull

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1990 - 282-068/25017

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COMMERCIAL CONSULTANCY AGREEMENT

BETWEEN:

GEC-MARCONI LIMITED of The Grove, Warren Lane, Stanmore, Middlesex, HA7 4LY, England acting through its management company GEC-Marconi Defence Systems Limited **(the Company)**

AND:

Jefferson Waterman International of 1341 G Street NW, Suite 1100, Washington DC 20005 **(the Consultant)**

Made as of the First day of ~~July~~ JUNE 1995.

1. The Consultant will at its own expense advise the Company and use all reasonable endeavours to assist the Company to secure contracts for the supply of its Helicopter Integrated Defensive Aids Systems (HIDAS) products for use on McDonald Douglas AH-64 helicopter (the Subject Business) and to promote the best interests of the Company in respect thereof. In particular the Consultant will:

   (a) Advise the Company regarding commercial aspects of tendering for and performing contracts for the Subject Business;

   (b) Use all reasonable endeavours to ascertain and then promptly notify the Company of the customer(s) commercial requirements and intentions regarding the Subject Business;

   (c) As specifically requested by the Company from time to time in writing, convey to the customer(s) the Company's viewpoint concerning the commercial aspects of the Subject Business;

   (d) By the provision of oral and written translation services, assist the Company in its communications with the customer(s) and others concerning the Subject Business;

   (e) Advise the Company of details of concerns likely to be able to assist the Company in connection with the Subject Business such as (inter alia) financial institutions and firms capable of meeting its requirements for supplies and subcontracted work;

(f) Advise the Company regarding laws and regulations which have a bearing on tendering for and performing the Subject Business and, as requested by the Company from time to time in writing, introduce the Company to professional legal and financial advisers competent in such matters;

(g) Use all reasonable endeavours to establish confidence in the Company on the part of the customer(s) for the Subject Business with the objective of the Company securing the Subject Business under satisfactory commercial arrangements;

(h) Assist the Company to recover debts due from customers but not be entitled to receive payments on behalf of the Company

PROVIDED ALWAYS that the Consultant shall not hereunder be entitled or authorised to negotiate with regard to any prospective or existing contract or to enter into any contract or obligation on behalf of the Company without the Company's express written consent being first given in each case.

2. The provision by the Consultant of the services described in clause 1 above shall be provided as and when required by the Company through its representative **Mr Bryan Drake** or any other person nominated by the Company from time to time. The Consultant shall submit to the said Mr Drake or other person at the end of each calender month a report in writing of the Consultant's activities under this agreement , and if there have been no such activities then a negative report.

3. The Consultant warrants that in the performance of this Agreement it shall at all times comply with all applicable laws and regulations including but without limitation general civil/commercial law and any specific conditions of contract with which the Company must comply.

4. The Consultant will safeguard and (except in the proper performance of its duties as Commercial Consultant) treat as confidential all information relating to the Subject Business and/or the Company's affairs in general which may come into the Consultant's possession and will not use nor disclose the same in any way detrimental to the interests of the Company either during the continuance of this Agreement or at any time.

5. This Agreement is personal to the Consultant who shall not assign nor sublet nor transfer any of the benefits thereof to any third party.

6. The Company will supply such information concerning the Subject Business and arrange such visits by personnel of the Company for liaison as the Company may from time to time consider appropriate.

7. In consideration of the services of the Consultant under this Agreement the Company will pay to the Consultant :-

A fee of £10,000 sterling per month in arrears, the first such payment being one month after the commencement of this Agreement, such fee being the entire remuneration of the Consultant and the Consultant shall not be entitled to the payment of any other fee or the reimbursement of any expense unless specifically and mutually agreed in writing.

8. This Agreement shall take effect from the date written hereinabove and shall subsist for a period of ~~six~~ SEVEN months from such date unless renewed by mutual consent in writing.

9. Notwithstanding paragraph 8 above the Company reserves the right to terminate this Agreement forthwith by notice in writing:-

(a) In the event of the insolvency, bankruptcy or liquidation of the Consultant;

(b) In the event of any breach by the Consultant of any of the terms and conditions set out herein;

(c) In the event of the Consultant amalgamating with or coming under the control of any third party (other than a third party by whom it is controlled at the effective date referred to in paragraph 8 above);

(d) In the event that the Company is required under any law or regulation with which it must comply so to terminate;

(e) In the event that the Consultant becomes incapable of performing this Agreement;

(f) In the event that the Consultant or any person firm or company controlled by it during the life of this Agreement promotes or assists any third party to promote the sale of equipment which is competitive with the Subject Business.

10. If this Agreement is terminated in accordance with paragraph 9 above the Consultant will not thereafter be entitled to any further fee or payment of any sum but may receive such ex-gratia payment (if any) as the Company in its sole discretion may determine.

11. This Agreement cancels and supersedes all former agreements (if any) relating to the appointment of the Consultant as Commercial Consultant in respect of the Subject Business.

12. This Agreement is to be governed by the law of England and construed as a contract made in England, and the Courts of Justice of England shall have exclusive jurisdiction.

GEC-MARCONI LIMITED

E A Peachey
Secretary of the Company
GEC-Marconi Defence Systems Limited

.....
Commercial Consultant