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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	2. Registration No.
KARV Communications, Inc. 122 East 42nd Street, Suite 2005 New York, NY 10168	6162

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
COSCO Shipping Holdings Co., Ltd. (through The Harbour Group)	8/F, No. 658 Dong Da Ming Road Shanghai, China 200080

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ 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

1 "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.

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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.

COSCO Shipping Holdings Co., Ltd. is a company that is publicity traded on the Hong Kong and Shanghai Stock Exchanges. Through its various subsidiaries, the company provides a wide range of container shipping and terminal services.

Registrant is a sub-contractor to The Harbour Group, a domestic organization. Through that sub-contractor, registrant will provide services to COSCO Shipping Holdings Co., Ltd. as described herein and in accompanying Exhibits.

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 *See item 10	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 * See item 10	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 ☒

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

COSCO Shipping Holdings., Ltd. Is a PRC Company that is publicly traded on the Hong Kong and Shanghai Stock Exchanges. COSCO Shipping Holding's largest shareholder, China Ocean Shipping (Group) Company ("COSCO Group") owns 45.47% of the shares of COSCO Shipping Holdings Co., Ltd. COSCO Group is a Chinese state-owned enterprise, wholly-owned by China COSCO Shipping Corporation Limited ("COSCO Shipping Co.") which is wholly-owned by the State-owned Assets Supervision and Administration Commission of the State Council of the People's Republic of China ("SASAC").

Registrant is a sub-contractor to The Harbour Group, a domestic organization. Through that sub-contractor, registrant will provide services to COSCO Shipping Holdings Co., Ltd. as described herein and in accompanying Exhibits.

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.

COSCO Shipping Holdings Co., Ltd. is a PRC company that is publicity traded on the Hong Kong and Shanghai Stock Exchanges. COSCO Shipping Holdings largest shareholder, China Ocean Shipping (Group) Company ("COSCO Group") owns 45.47% of the shares of COSCO Shipping Holdings Co., Ltd. COSCO Group is a Chinese state-owned enterprise, wholly-owned by China COSCO Shipping Corporation Limited ("COSCO Shipping Co."), which is wholly-owned by the State-owned Assets Supervision and Administration Commission of the State Council of the People's Republic of China ("SASAC").
Registrant is a sub-contractor to The Harbour Group, a domestic organization. Through that sub-contractor, registrant will provide services to COSCO Shipping Holdings Co., Ltd. as described herein and in accompanying Exhibits.

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
08-28-2017	Carol Haynes - financial Controller	

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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	2. Registration No.
KARV Communications, Inc.	6162

3. Name of Foreign Principal

COSCO Shipping Holdings Co., Ltd. (through The Harbour Group)

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.

see attached contract - The Harbour Group

Registrant is a sub-contractor to The Harbour Group, a domestic organization. Through that sub-contractor, registrant will provide services to COSCO Shipping Holdings Co., Ltd. as described herein and in accompanying Exhibits.

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

KARV Communications is a sub-contractor of The Harbour Group for COSCO Shipping Holdings Co., Ltd. Registrant will provide communications consulting services related specifically to the foreign principal in connection with their proposed transaction involving Orient Overseas (International) Limited, specifically with regard to national security and antitrust reviews and/or considerations.

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.

See item 8

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
08-28-2017	Carol Haynes - Financial Comptroller	

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.

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August 17, 2017

Richard Mintz
The Harbour Group
1200 New Hampshire Avenue, NW
Washington, D.C. 20036

Dear Richard;

The following, when signed by you, will constitute an Agreement by and between KARV Communications, Inc., (hereinafter KARV) and The Harbour Group (hereinafter THG).

I. Term of Engagement

The term of this Agreement shall begin as of July 19, 2017 immediately and extend until October 31, 2017. Both Parties can extend this Agreement upon mutual consent and rider to this Agreement.

II. Scope of Work

KARV will assist THG with its client, COSCO Shipping Holdings Co., Ltd. ("COSCO Shipping" or "Client"), in connection with the proposed transaction involving Orient Overseas (International) Limited (the "Transaction".)

This work will include supporting THG's activities in the development and implementation of a public relations and issues management plan to support the review of the Transaction. KARV will provide specific advice and support with regard to local Southern California stakeholder outreach. KARV's work will be communications and public affairs focused and at the direction of THG.

COSCO Shipping has affirmed that activities are in furtherance of the bona fide trade or commerce of Client, and are not intended to promote the public or political interests of any foreign government.

THG is retaining KARV at the direction and request of COSCO Shipping's legal counsel (Paul Hastings LLP) in furtherance and as part of supporting their legal advice to COSCO Shipping.

III. Compensation and Billing

Fees: It is agreed that KARV shall bill $20,000 per month. This fee will be payable by THG to KARV only upon recovery by THG of said fee from COSCO Shipping.

Immediately after execution of this agreement, KARV will invoice THG for the first month's fee of US$10,000.

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Direct Expenses: Direct Expenses, in the terms of this Agreement, include any reasonable and customary business expenses (e.g., telephone, fax, postage, rental car, local transportation, messenger service). Travel outside of the United States will be business class, travel in the United States will be coach. All expenses must be submitted to THG with supporting material, such as receipts, and shall be due at the end of each month. Expenses will be payable only upon THG's recovery of said expenses from COSCO Shipping. Any expense over $500 will be approved by THG in advance of it being incurred.

All invoices will be paid by THG, within fifteen (15) days of receipt of payment from THG's client COSCO Shipping.

Payments shall be made either by check sent to KARV at: 122 East 42nd Street, Suite 2005, New York, NY 10168; or via wire transfer to KARV's New York bank:

Citibank
399 Park Avenue
New York, NY 10022
For Benefit of: Karv Communications Inc.
[redacted]

IV. Indemnifications

THG shall indemnify and hold KARV harmless with respect to any claims or actions instituted by any third party which result from the use by KARV of material furnished to KARV by THG or where material created by KARV is substantially changed by THG. Information or data obtained by KARV from THG to substantiate claims or statements released by KARV on THG's or Client's behalf shall be deemed to be "materials furnished to KARV by THG." This paragraph, insofar as it applies to work undertaken while this Agreement is in effect, shall survive the termination of this Agreement.

In the event of any proceeding against THG, or its client COSCO Shipping by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning, any materials prepared by KARV on THG's behalf or at THG's request, KARV shall assist in the preparation of the defense of such action or proceeding and cooperate with THG's attorneys.

In the event that KARV becomes aware of any proceeding against THG, or its client COSCO Shipping or KARV in connection with KARV's work on behalf of COSCO Shipping with regard to the Transaction, including any request for documentation related to this Agreement KARV will notify and cooperate with THG in the event of any claim. KARV agrees not to disclose any document falling under attorney-client privilege or work product protection without your authorization.

KARV agrees to indemnify and hold THG harmless with respect to any claims or actions against THG based on materials prepared by KARV that have not been specifically approved by THG. Such indemnity, however, shall be limited to claims covered by, and in an amount not exceeding, THG's errors and omissions insurance policy in the amount of US$5 million.

(AE)

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V. Ownership of Materials

All tangible materials produced at THG's expense by KARV shall be the property of THG upon receipt by KARV of payment in full for the cost of all materials and other direct expenses plus all fees due.

VI. Confidentiality

KARV recognizes that during the course of its work with THG it may have occasion to conceive, create, develop, review, or receive information that is considered by THG, Paul Hastings LLP or Client to be confidential or proprietary. KARV shall treat all such materials as confidential unless it receives written instructions from THG, Paul Hastings LLP or Client to the contrary or is required to do so by competent legal authority.

VII. Cancellation

Either party may terminate services under this Agreement with fifteen (15) days written notice to the other of intent to cancel for any reason, or for no reason, provided that, should THG terminate for any reason other than a breach of this Agreement by KARV, THG shall pay to KARV upon termination any amount owed.

VIII. Non-Disparagement

During and after the term of this Agreement, except as may be required by law, neither party shall make any statement (verbal or written) about the other's or COSCO Shipping's financial status, business, personnel, directors, officers, members, consultants, services or business methods that is intended to or is reasonably likely to disparage or denigrate the other's.

IX. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

X. Non-Binding Authority

Neither party has any authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership or joint venture between the parties.

XI. How Notice Shall be Given

All notices to be effective shall be in writing and shall be deemed to have been duly given or made (i) on the first business day after being deposited into a recognized courier service's custody before the cut off time for next business day delivery, designated for next day delivery and prepaid, or (ii) three days after being deposited with the US Postal Service as postage prepaid, certified mail return receipt requested, or (iii) upon personal delivery; in any case addressed to such party at its address set forth herein, or to such other to such other address as a party may designate in the future by written notice given in similar manner.

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XII. Choice of Law and Venue

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the District of Columbia.

XIII. Entire Agreement

This Agreement supersedes any prior agreements made by and between KARV and THG, in any form, and constitutes the entire agreement of the parties.

XIV. Severability

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in effect and in full force.

If the foregoing is a fair representation of our Agreement, please confirm the same by countersigning a copy of this letter and returning it to us.

We look forward to working with you.

Sincerely,

Andrew Frank
President, KARV Communications Inc.

Agreed by:

Richard Mintz
The Harbour Group

122 EAST 42ND STREET | SUITE 2005 | NEW YORK, NY | 10168 | 212.333.0275 www.karvcommunications.com

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