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OMB No. 1124-0006; Expires May 31, 2020

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 E. 42nd Street, Suite 2005 New York, NY 10168	6162

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Association of Cyprus Banks (ACB) (via Pillsbury Winthrop Shaw Pittman LLP)	15 Demetriou Karatasou Str., 4th Floor, Flat 401 Nicosia 2024 Cyprus

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.

The Association of Cyprus Banks (ACB) is an industry association comprised of ten full member banks and several associate member banks.

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 ☐

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

A nominal amount has been paid by the Central Bank of Cyprus to contribute towards the fees for the contract between the Association of Cyprus Banks (ACB) and Pillsbury Winthrop Shaw Pittman LLP.

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.

The Association of Cyprus Banks (ACB) is a limited company whose full members, private banks, through its Board of Directors and the General Assembly, fully control all decisions and activities of the Association.

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
August 28, 2019	Andrew Frank, President	/s/ Andrew Frank eSigned

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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

Association of Cyprus Banks (ACB) (via Pillsbury Winthrop Shaw Pittman LLP)

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.

The registrant will provide public relations guidance and outreach on behalf of the foreign principal via the attached subcontract with Pillsbury Winthrop Shaw Pittman LLP.

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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.

The registrant will provide public relations guidance and outreach aimed at educating the general public, influencers, and the U.S. media about the Cyprus banking system.

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.

The registrant will provide public relations guidance and outreach aimed at educating the general public, influencers, and the U.S. media about the Cyprus banking system.

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
August 28, 2019	Andrew Frank, President	/s/ Andrew Frank eSigned

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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pillsbury

Andrew Frank
KARV Communications
122 East 42nd St., Suite 2005
New York, NY 10168

August 27, 2019

Dear Andrew:

Subcontract arrangement between Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") and KARV Communications ("KARV"), hereinafter referred to individually as a "Party" and collectively as "the Parties," with respect to an image campaign by the Association of Cyprus Banks (the "Client") (the "Engagement")

1.1 Pillsbury has been engaged by the Client to provide certain legal and public affairs services, in accordance with the provisions of an agreement between Pillsbury and the Client dated August 19, 2019 (the "**Engagement Contract**").

1.2 With this Letter Agreement ("Agreement"), Pillsbury is engaging KARV as a subcontractor. Consistent with its obligations under paragraph 14.5 of the Engagement Contract, Pillsbury confirms it is authorized to enter into this Agreement with KARV.

1.3 KARV agrees to provide such services as may be instructed by Pillsbury from time to time and as mutually agreed to by the Parties, to include public affairs counsel and support for the legal and public affairs services required under the Engagement Contract.

1.4 The provisions set out in this Agreement are binding from the date of signature by the Parties.

1.5 KARV has been provided with a copy of the Engagement Contract. The commencement and termination of this Agreement are the same as those set forth in the Engagement Contract unless extended or terminated early in accordance with the terms of the Engagement Contract.

1.6 KARV agrees to assume toward Pillsbury all obligations and responsibilities that Pillsbury has assumed toward the Client under the Engagement Contract, that are co-extensive with KARV's obligations and responsibilities to Pillsbury under the Agreement. The relationship between Pillsbury and KARV will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein, to act for or on behalf of the other.

1.7 KARV will not communicate directly with the Client without Pillsbury's permission. KARV agrees to treat as confidential all communications between it and Pillsbury, the Client, and other involved consultant, subcontractor, or other related parties, either oral or written, as well as any materials or information developed or received by KARV in connection with this matter. KARV agrees that it will take steps to ensure the confidentiality of any material or information it receives in connection with this matter. Accordingly, KARV agrees not to disclose any of its communications or any of the information it receives or develops in the course of its work for Pillsbury or Pillsbury's client(s) to any person or entity apart from Pillsbury or Pillsbury's client(s), or to such other persons or entities as Pillsbury may designate. However, Pillsbury and KARV may disclose confidential information as may be required by law or to any appropriate regulatory body.

1.8 Pillsbury and KARV agree to comply with all applicable U.S. laws, including, but not limited to, the Foreign Agents Registration Act (22 U.S.C. § 611 *et seq.*).

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1.9 In respect of the anticipated fees under the Engagement Contract, Pillsbury and KARV agree that KARV shall be entitled to 25% (excluding disbursements and applicable taxes) from fees paid by the Client to Pillsbury (the "**Total Fee**"). Payment will be made at frequency and basis to be reasonably agreed by Pillsbury and KARV, but in general will be paid on a pro-rata basis from amounts received from client over the course of 2019. Pillsbury has no liability for payment of the Total Fee in the event it does not receive full payment from the Client pursuant to the Engagement Contract.

1.10 Pillsbury and KARV agree that if either Pillsbury or KARV breaches the Engagement Contract or any other legal duty owed to the Client, whether existing in contract, tort, or equity (the "**Breaching Party**"), and the Client seeks to bring any claim against Pillsbury (as the prime contractor) or KARV, then the party not in breach of the Engagement Contract or other such legal duty owed to the Client (the "**Innocent Party**") shall be protected by the liability allocation set out in paragraph 1.11, and the process set out in paragraph 1.12 shall apply.

1.11 In respect of a claim under paragraph 1.10, Pillsbury and KARV agree that neither Party shall be responsible for the liability of the other arising from such claim.

1.12 In the event of a claim under paragraph 1.10:

1.12.1 if the claim is brought by the Client against Pillsbury as the prime contractor, then Pillsbury shall defend the claim pursuant to its rights under the Engagement Contract or as available at law;

1.12.2 if the claim is brought by the Client against KARV, then KARV shall also defend the claim pursuant to its rights under the Agreement or as available at law;

1.12.3 acting reasonably, the Breaching Party shall support, at its own cost, the defence of such claim by the Innocent Party;

1.12.4 the Innocent Party shall act reasonably in its own defence of a claim made under paragraph 1.10, and shall seek to mitigate its costs where reasonable and appropriate;

1.12.5 if the Client and the Breaching Party engage in settlement negotiations, the Innocent Party shall reasonably consult with the Breaching Party in order to provide the Innocent Party's input to the value and terms of such settlement prior to reaching agreement with the Client; and

1.12.6 the Breaching Party shall indemnify the Innocent Party in respect of:

(a) any amounts awarded by a court or tribunal of competent jurisdiction or arbitrator to the Client (up to but not exceeding the amounts invoiced and paid to the Breaching Party);

(b) any interest awarded by a court of competent jurisdiction or arbitrator in respect of the above; and

1.13 If there is a breach of the Engagement Contract or any other duty owed to the Client, whether existing in contract, tort, or equity in respect of which both Pillsbury and KARV have contributed to such breach (a "**Joint Liability Breach**") then the Parties shall seek to reasonably allocate liability for such breach as set forth below:

1.13.1 the defending party against which the Client has brought the claim shall comply with the process set out in paragraph 1.12.5; or

1.13.2 both Parties shall jointly defend the claim if the Client brings the claim against both, each at their own cost; and

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1.13.3 the Parties shall proportionately allocate liability as amongst each other (in an amount not to exceed the value of the insurance policy identified in 1.12.6(a)), to the extent that each contributed to the Joint Liability Breach.

The Parties agree that this Agreement, once signed by the Parties, shall be binding on them in consideration for the mutual promises and releases set out herein. The Parties further warrant and represent to the other that, with respect to itself, it has the full right, power and authority to execute, deliver and perform this Agreement.

All of the rights and obligations of either Party arising under or related to this Agreement are and will be governed by the laws of New York, irrespective of conflicts of law principles that might otherwise apply.

In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between then, whether written or oral, relating to this subject matter.

Please sign and return the enclosed copy of this Agreement to confirm your agreement to the terms set out above.

Yours sincerely,

Matthew Oresman
For and on behalf of Pillsbury Winthrop Shaw Pittman LLP

We confirm our agreement to the terms set out in this Agreement

Signed for and on behalf of KARV

By: Andrew Frank

Andrew Frank

Date 8-27-19

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