

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

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 <http://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: <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  Wiley Rein LLP	2. Registration No.  6108
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3. Name of Foreign Principal Aveiro LP	4. Principal Address of Foreign Principal Suite 1 54 Lisburn Road Belfast, BT9 6AF, Northern Ireland
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) Limited Partnership
- 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

<sup>1</sup> "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.

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.

Avelro LP is an international trade and investment firm that supports a free, independent, democratic, and prosperous Ukraine. Its mission is to build the capacity of government systems and institutions in Ukraine to promote and protect the following rights and freedoms: human rights; freedom of religion; freedom of speech; freedom of press; freedom of assembly; recognition and respect for private property and free enterprise; free elections; and individual privacy. Its mission also includes promoting the use of a human-rights based approach in program development, and engaging with international human rights efforts led by the United Nations.

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.)

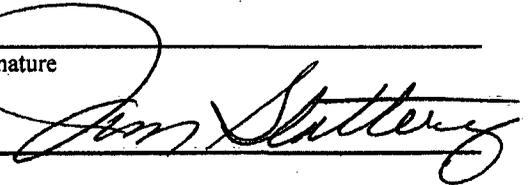
Avelro LP is not supervised, owned, directed, controlled, financed, and/or subsidized (in whole or in part) by a foreign government or a foreign political party. The director of Avelro LP is Uliua Bilousova, a Ukrainian citizen. Avelro LP's general partner is Nisbett Invest S.A. and its limited partner is Montfler S.A. Both Nisbett Invest S.A. and Montfler S.A. are foreign entities.

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.

See response to Question 9.

**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
03/30/2016	Jim Slattery STRATEGIC COUNSEL	

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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 <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: <http://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  Wiley Rein LLP	2. Registration No.  6108
3. Name of Foreign Principal  Aveiro LP	

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.  
 Wiley Rein will provide legislative, regulatory, and legal representation to Aveiro LP in furtherance of its mission to support a free, independent, democratic, and prosperous Ukraine.

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

Wiley Rein's representation includes providing political consulting services to Avelro LP. Wiley Rein's representation also may include encouraging Congress to pass legislation in furtherance of Avelro LP's mission, and educating members of Congress and other political officials regarding international financial assistance to Ukraine.

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.

Wiley Rein's representation includes providing political consulting services to Avelro LP. Wiley Rein's representation also may include encouraging Congress to pass legislation in furtherance of Avelro LP's mission, and educating members of Congress and other political officials regarding international financial assistance to Ukraine.

**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
03/30/2016	JIM SLATTERY STRATEGIC COUNSEL	

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.



**AVERIO LP**

**CONSULTANT AGREEMENT**

This agreement is between AVERIO LP, Suite 1, 54 Lisburn Road, Belfast, BT9 6AF, Northern Ireland and Wiley Rein, LLP to enable AVERIO LP to receive services from Wiley Rein, LLP under the terms and conditions set forth herein.

1. **Term:** This Agreement is effective from March 15, 2016 through December 2016. A retainer in the amount of [REDACTED] per month, plus expenses not to exceed [REDACTED] without prior client approval will be billed in advance on the 1<sup>st</sup> of each month for the term of the contract. This agreement shall automatically extend unless terminated at the choice of either party after 30 days' notice.
2. **Scope:** Wiley Rein, LLP will provide the services, including any reports, documentation and/or deliverables consistent with the directions of AVERIO LP regarding legislative, regulatory and legal representation. The mission of AVERIO LP is to support a free, independent, democratic prosperous Ukraine.
3. **Acceptance:** Services will be performed in a professional manner, consistent with applicable rules of professional conduct.
4. **Time is of the Essence:** Wiley Rein, LLP will perform services promptly and will meet all time commitments. Wiley Rein, LLP agrees that this is a material term of this agreement.
5. **Independent Contractor:** Wiley Rein, LLP certifies that it is engaged in an independent business and will perform its obligations pursuant to this agreement as an independent contractor and not as the agent or employee of AVERIO LP. Any persons who perform services hereunder will be solely the employees or agents of Wiley Rein, LLP under its sole and exclusive direction and control. Wiley Rein, LLP 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 AVERIO LP to Wiley Rein, LLP, whether verbally or in writing (including, but not limited to, trade secrets, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation), whether of AVERIO LP or a third party ("Information") is confidential and proprietary, unless otherwise publicly available. Wiley Rein, LLP will hold information in confidence and will use it solely for the purpose of providing services.
  - 6.1. 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. Notwithstanding the above, Wiley Rein, LLP acknowledges that its communications with AVERIO LP may be subject to the attorney-client privilege. Nothing herein shall be deemed a waiver of such privilege. In the event that communications are protected by attorney-client privilege, Wiley Rein, LLP shall not disclose such communications to any third party without AVERIO LP's consent.

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 30 days prior written notice.

9. **Records and Audits:** Wiley Rein, LLP will maintain complete and accurate records of all charges incurred on behalf of AVERIO LP under this agreement for a period of twenty-four months from the date of termination of the agreement. AVERIO LP will have the right to inspect Wiley Rein, LLP'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 Wiley Rein, LLP (including the hiring of subcontractors to perform any part of services) without the prior written consent of AVERIO LP.

**11. Modifications or Amendments:** No modifications or amendments will be made to this agreement unless in writing and signed by the parties.

**12. Conflicts:** AVERIO LP understands and acknowledges that Wiley Rein, LLP, a law firm, represents and provides legal and consulting services to many other companies and individuals. It is possible that, during the time that Wiley Rein, LLP is providing services to AVERIO LP under this agreement, some of Wiley Rein, LLP's present or future clients will have actual or positional differences and disputes with AVERIO LP. Wiley Rein, LLP shall notify AVERIO LP of any services it is performing, or will perform, for any third party which will be directly adverse to AVERIO LP's interest. This provision shall not be considered a waiver of any conflicts of interest. In addition to other remedies available to AVERIO LP, in the event that Wiley Rein, LLP does perform services for a third party that are directly adverse to AVERIO LP's interest, AVERIO LP may immediately terminate this agreement without notice or further liability.

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

AVERIO LP

Jim Slattery  
Strategic Counsel  
Wiley Rein, LLP

*Uliya Bilousova*  
Uliya Bilousova  
AVEIRO LP  
3/15/2016 (Date)

*Jim Slattery*  
Jim Slattery  
March 15, 2016 (Date)