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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .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
   Chartwell Strategy Group, LLC

2. Registration Number
   6518

3. Name of Foreign Principal
   Government of Georgia

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. What is the date of the contract or agreement with the foreign principal?  01/01/2022

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

Registrant will provide government relations and public affairs consulting services to the Government of Georgia. Registrant will work to strengthen bilateral relations by supporting Government's outreach efforts to U.S. Congress and Administration that generates political support for Georgia and increases U.S. foreign security assistance. Registrant will engage Administration officials on the need to support greater U.S. foreign direct investment (FDI) into Georgia and to grow bilateral trade relations. Registrant will communicate to U.S. and global media about the bilateral relationship.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide government relations and public affairs consulting services to strengthen U.S.-Georgia bilateral relations.

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

   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.

Registrant will provide government relations and public affairs consulting services to strengthen U.S.-Georgia bilateral relations.

11. Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

   Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
</table>

12. During the period beginning 60 days prior to the obligation to register\textsuperscript{3} 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?

\begin{tabular}{ccc}
Yes & No & N/A - This statement is filed to update the registrant’s agreement/contract with the foreign principal.
\end{tabular}

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

\begin{tabular}{cccc}
Date & Received & From Whom & Purpose & Amount/Thing of Value
\end{tabular}

13. During the period beginning 60 days prior to the obligation to register\textsuperscript{4} for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

\begin{tabular}{ccc}
Yes & No & N/A - This statement is filed to update the registrant’s agreement/contract with the foreign principal.
\end{tabular}

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

\begin{tabular}{cccc}
Date & Recipient & Purpose & Amount
\end{tabular}

\textsuperscript{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.

\textsuperscript{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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/2022</td>
<td>Matthew Epperly</td>
<td>/s/Matthew Epperly</td>
</tr>
</tbody>
</table>
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: 2/28/22
Printed Name: Matthew Epperly
Signature: [Signature]

[Signature]
## Contract on Purchase of Consulting Services N1-

*within the Frames of Assignations from the Reserve Fund of the Government of Georgia*

<table>
<thead>
<tr>
<th>Date:</th>
<th>January 1, 2022</th>
</tr>
</thead>
</table>

This contract is made pursuant to the Article 1, Paragraph 3, Section (e) of Law of Georgia on State Procurement, in compliance with the ordinance N129 (22.01.2020) of the Government of Georgia, by and between the Embassy of Georgia to the United States, represented by the Ambassador of Georgia to the US, Mr. Davi Bakradze (hereinafter referred as “the Client”), and The Chartwell Strategy Group, LLC represented by Matthew Epperly, Managing Director (hereinafter referred as “the Firm/Provider”).

WHEREAS, in consideration of the Services hereinafter stated, the Client is willing to hire the Firm to assist the Client with respect to supporting U.S.-Georgia bilateral relations, expanding bilateral trade and FDI inflow from the U.S., supporting relations with media and opinion makers, facilitate arrangement of relevant events and meetings, and educating U.S. leaders about developments in Georgia, which includes services to be provided as listed on Appendix A.

The Firm/Provider is willing to render such services to the Client.

NOW THEREFORE, the parties agree as follows:

### Article 1. Purpose of the Contract

The purpose of the Contract is to make available to the Client the Services (hereinafter referred as “the Services”) by the firm/provider as shown in the recital of this Contract and subsequently agreed to by the Client and Firm/Provider on an ongoing basis.
### Article 2. Rights and Obligations of the Parties

**The Firm/Provider:**

2.1.1 Shall render the Services in due time and of proper quality.

2.1.2 Has to notify the Client regarding any conflict of interest that would interfere with its representation;

2.1.3 Agrees not to disclose any confidential information obtained during the performance of the Services to anyone other than the Client without the specific written consent of the latter. This provision is valid at any time during or after the duration of the Contract except when disclosure of such information is required by the law;

2.1.4 The Firm/Provider is obliged to inform the Client immediately about any reasons and/or circumstances that could disrupt the timely and proper fulfillment of the “Services;”

2.1.5 Shall avoid any intentional behavior which will knowingly damage the Government of Georgia’s reputation and interests.

2.2 **The Client:**

2.2.1 Shall render payment to the Firm/Provider for the Services provided in accordance with Article 4 of this Contract;

2.2.2 Agrees that the Firm/Provider’s representation in this matter will not preclude the Firm/Provider representing other clients whenever such representation can be undertaken consistent with applicable ethical and professional rules.

### Article 3. Deliverables and Reports

**The Firm/Provider shall submit:**

3.1 A monthly report with detailed description of the completed activities during a reporting period. Monthly reports shall be submitted within 5 days after the end of a reporting period;

3.2 All deliverables produced (e.g. plans, speeches, action plans, publications) during a reporting period; deliverables should be submitted together with monthly reports;

3.3 A final report shall be submitted within 10 days after the end of the contract.
Article 4. Contract Term, Costs and Taxes

4.1. Monthly amount fee appropriate of service, provided by the firm/provider, is determined as USD 35,000.00 (thirty five thousand U.S. dollars)

4.1.1 Monthly payment shall be made by the Client to the Firm/Provider’s bank account within 15 days after the Firm/Provider submits an invoice together with monthly reports and deliverables indicated in the article 3 of the contract.

4.2. Extra costs in excess of USD 500.00 (five hundred U.S. dollars) per month, including international and domestic travel, economy class tickets, standard room accommodation (excluding extra service charges), taxis to and from airport and other expenses incurred by the firm/provider require prior approval of the Client.

4.2.1. For the purposes of reimbursement of extra costs the Client may request submission of checks, receipts, bills, invoices or any other financial documents that may be used to certify the fulfillment of the Firm/Provider’s contractual obligations. The Firm/Provider is obliged to keep above mentioned documents for the duration of the contract.

4.3. Taxes, which may be incurred by the Firm/Provider on payments made by the client for the Services rendered under this contract, shall be the responsibility of the Client for taxes incurred in Georgia and the responsibility of the Firm/Provider for taxes incurred outside of Georgia.

4.4. The Firm/Provider bears all the expenses connected with bank services on the territory of its country. The Client bears all expenses connected with bank services on the territory of Georgia.
### Article 5. Force Majeure

5.1. Parties to the contract shall be released from responsibility for complete or partial non-performance of their obligations under the Contract should this non-performance be caused by such circumstances like flood, fire, other natural disaster, strikes, military operations, epidemics and other unforeseeable circumstances which are beyond the Party’s control and if they have had a direct damaging effect on the execution of the contract. Parties are obliged to give a written notification regarding impending circumstances mentioned in this Article.

### Article 6. Revision of Contract Terms and Prices

6.1. Any changes in the nature or scope of the Services to be performed by the Firm/Provider for the Client pursuant to this Contract or any amendment in the terms of this Contract shall only be made in writing in the form of an addendum to this Contract. Such addendum shall be signed by the both Client and the Firm/Provider and shall be incorporated as inseparable part of this Contract by this reference.

### Article 7. Termination of the Contract

7.1. The Contract can be terminated by either Party with one-month advance written notice or 15 day written notice in case any Party violates the terms of the Contract.

7.2. In the event of termination of the Contract, the Client shall compensate the Firm/Provider for its fees incurred for the Services performed up to the effective date of termination in connection with the termination of the Contract.
### Article 8. Dispute Resolution & Governing Law

8.1 This Contract shall be governed and construed in accordance with the Georgian Law.

8.2 The parties shall resolve matters of argument on the grounds of mutual agreement.

8.3 If such agreement cannot be reached, the dispute shall be resolved between the parties in the Court of Georgia, in accordance with the procedures stipulated by the provisions of the current legislation in Georgia.

### Article 9. Non-fulfillment of the Agreement Terms

9.1. In case of improper fulfilment or non-fulfilment of the contract terms, the parties shall bear legal responsibility in compliance with the current legislation.

### Article 10. Validity of the Contract and Special Conditions

10.1. This contract will be valid from January 1, 2022. The end date of the Contract is December 31, 2022. The parties may renew the Contract for an additional time period as may be further agreed in writing.

10.2. The agreement is executed in English and Georgian languages in 3 (three) copies and each of them has the equal legal effect.

10.3. One copy of the agreement is sent to the Firm/Provider, and two are kept by the Client.

### Article 11. Requisites

11.1. **Client**

- **Embassy of Georgia to the United States**
  - 1824 R street, NW, Washington, DC, 20009
  - Ambassador to the United States: D. Bakradze

- **D. Bakradze**

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**Georgia**

- **Ambassador to the United States**
  - D. Bakradze
Chartwell Strategy Group, LLC
701 8th Street, NW, Suite 620
Washington, DC 20001

Managing Director

[Signature]

[M. Epperly]
### Scope of Work (Services)

The below services will be provided under this agreement by the Firm/Provider:

- Assist the Client in developing and strengthening relationships with key groups in the United States, including:
  - Senior officials in the White House, U.S State Department, U.S. Department of Defense, etc.
  - Members of Congress.
  - Other high level officials and their top advisors.

- In cooperation with the Georgian Embassy in the United States, secure demonstrations of support for Georgia from the above groups, as well as deliverables on key agenda items.

- Provide strategic advice on foreign policy, deepening the Georgia-NATO relations, securing U.S. foreign security assistance, enhancing defense cooperation with the United States, diplomatic relations, and international public affairs to the Client.

- Engage U.S. administration officials on the need to support greater U.S. direct investments into Georgia and to expand bilateral trade and economic cooperation.

- Monitor developments in Washington related to Georgia and provide updates to the Client.

- Provide advice and support on U.S. related drafts of op-eds, letters, speeches and other materials to the Administration of the Government of Georgia.

- Provide media and public relations support for Prime Minister and other Ministers’ visits to the US, provide communications training as needed.

- Provide ongoing media relations counsel to the Georgian Embassy to the U.S., review and edit related materials as needed.

- Provide overall coordination on content creation for media materials regarding Georgia and the bilateral relationship.

- Provide guidance and editing for Embassy newsletters and social media in the US.