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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.
Bullpen Strategy Group, Inc. (d/b/a Definers Corp.)	6504

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Foundation for Civic Education	67, Av. Tsereteli, 0154, Tbilisi, Georgia

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)* Non-commercial legal entity
- ☐ Individual-State 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

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.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:53 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:53 PM

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.

Nonprofit entity engaging in promotion of western liberal democracy and bilateral relations between the United States and the Republic of Georgia, encouraging a regional free trade agreement with the U.S., and raising awareness of Russian influence in the Caucasus/Black Sea region.

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.)*

The foreign principal has received financial support from the Embassy of the Netherlands, the European Endowment for Democracy (an independent grant-making organization established by the European Union and EU member states), the UK Good Governance Fund, and the government of Lithuania.

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.

Giorgi Pruidze is the Chief Executive Officer of the foreign principal; and Tamara Chergoleishvili is the Editor-in-Chief, Founder, and Director-General of the foreign principal.

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
10/29/2019	Joseph Pounder, CEO	

Received by NSD/FARA Registration Unit 10/29/2019 4:58:53 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

OMB No. 1124-0004; Expires May 31, 2020

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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.
Bullpen Strategy Group, Inc. (d/b/a Definers Corp.)	6504

3. Name of Foreign Principal

Foundation for Civic Education

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.

Media, influencer, and think tank outreach and possible federal congressional and executive branch outreach to support the goals of the foreign principal, including promotion of bilateral relations between the United States and the Republic of Georgia, encouraging a regional free trade agreement with the U.S., and raising awareness of Russian influence in the Caucasus/Black Sea region.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

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

See response to Question 7.

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 response to Question 7.

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
10/29/2019	Joseph Pounder, CEO	

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.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

BULLPEN STRATEGY GROUP, INC. CONSULTING SERVICES AGREEMENT

Upon the proper signatures by all parties hereto, this will serve as the agreement ("Agreement") between Bullpen Strategy Group, Inc. ("BULLPEN"), a Delaware corporation with its principal place of business in the Commonwealth of Virginia, and The Foundation for Civic Education, with its principal place of business in the _____ ("CLIENT") (together with BULLPEN, the "Parties").

In consideration of the mutual promises set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, CLIENT and BULLPEN hereby agree as follows:

1. **BULLPEN Product and Related Services.** The product and work services ("Services") to be performed by BULLPEN under this Agreement are intended to create momentum for a US Free Trade Agreement between Georgia, Moldova and Ukraine by:

    - Leverage an upcoming conference on free trade to promote awareness of and support for the free trade agreement through:
        - Identification of potential allies and supports to guide outreach
        - Media and influencer engagement
        - Promotion of thought leadership
        - Congressional and Administration engagement

2. **Term of Agreement.** The term of this Agreement is for three (3) months beginning upon execution of this Agreement. This period is called the "Consulting Period." This Agreement may be renewed for successive one (1) month terms thereafter (each a "Renewal Term"), upon mutual agreement between BULLPEN and CLIENT.

3. **Payment for Consulting Services.** For the Services described in Section 1 above, CLIENT agrees to pay BULLPEN a monthly fee of Thirteen Thousand Dollars ($13,000.00) ("Fee").

    In addition to the fees described above, CLIENT shall also reimburse BULLPEN for pre-approved out-of-pocket expenses incurred in connection with this Agreement, including travel and travel-related living expense, document duplication, shipping, video footage purchases, and other expenses connected to the performance of this Agreement.

    CLIENT will make a payment to BULLPEN for the First (1st) Monthly Fee upon execution of this Agreement, with the remaining Two (2) Monthly Fees plus any expense reimbursement due on or before February 29, 2020. Invoices are due upon receipt, any outstanding invoices past forty-five (45) days due will incur monthly interest at the rate of one percent (1%). BULLPEN is not obligated to perform or deliver its product until payment is received.

4. **Sole Use:** In entering into this Agreement, CLIENT acknowledges that the materials provided by BULLPEN are for CLIENT's sole use and cannot be transferred or shared with any other entity or organization without the express written consent of BULLPEN.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

5. **Termination.** Either party may terminate this Agreement during the Consulting Period by giving thirty (30) days prior written notice to the other party. If CLIENT terminates this Agreement before the end of the Consulting Period, CLIENT shall pay all amounts due and payable to BULLPEN as of the termination date, plus expenses incurred to date.

6. **Confidential Information.** During the course of performance of this Agreement, BULLPEN may come into the possession of confidential information that pertains to the CLIENT's business, including, but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. BULLPEN acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to it, its directors, officers, employees, consultants, or agents in connection with or incident to this Agreement, is privileged and confidential information in any form, and BULLPEN will not retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose not necessary to the furtherance of the terms of this Agreement. Confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of the CLIENT and will be immediately returned to the CLIENT upon request or upon completion of this Agreement. BULLPEN and CLIENT agree that BULLPEN may disclose any Confidential Information that is required to be disclosed by law, government regulation or court order, provided, however that, if such disclosure is required, BULLPEN will give CLIENT reasonable notice so that CLIENT may seek a protective order or to take other action reasonable in light of the circumstances to prevent such disclosure.

7. **Independent Contractor Relationship.** BULLPEN'S relationship with CLIENT is solely that of an independent contractor and BULLPEN is not, in any way, to be considered an employee or agent of CLIENT.

8. **Payment of Taxes.** BULLPEN acknowledges and agrees that the Fees paid by the CLIENT to BULLPEN shall in no way be construed to create any manner of agency or employment relationship. BULLPEN will be responsible for the payment of any federal or state taxes on the compensation paid by CLIENT under this Agreement, as well as for any payments with respect to BULLPEN'S employees or subcontractors. Neither BULLPEN nor any of its employees or agents shall be entitled to any benefits provided by CLIENT to its own employees.

9. **Governing Law, Jurisdiction and Attorneys' Fees.** The Agreement shall be governed exclusively by the law of the Commonwealth of Virginia, not including its law on conflicts of law. CLIENT irrevocably consents to the exclusive jurisdiction of the courts in and for the Commonwealth of Virginia for the adjudication of all disputes hereunder, and consents to personal jurisdiction in such courts.

10. **Final Use of Product.** The final use of information or materials provided by BULLPEN is the responsibility of CLIENT. BULLPEN will provide backup and support for its products for CLIENT's determination but CLIENT agrees to hold BULLPEN harmless for the information BULLPEN conveys to CLIENT as part of this Agreement once that information is used by CLIENT.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

BULLPEN makes no representations or warranties that it owns or licenses any rights related to third-party footage, works or resources cited or contained in its Reports, materials or other work product; or any rights related to or in any persons, places, property, or subject matter depicted in the Reports, materials or other work product provided in accordance with this Agreement; and grants no rights and makes no warranties with regard to the use of names, people's likenesses, trademarks, or copyrighted designs that may be depicted in the Reports, materials, or other work product. CLIENT is solely responsible for obtaining any necessary releases or licenses for the use of such third-party materials and is solely responsible for any actions or damages that may arise from its failure to do so.

11. **Limitations of Liability.** Neither party shall be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages. BULLPEN's total liability for any claim arising out of or in any way relating to the Agreement or the provision of any services, whether in contract, tort, warranty or otherwise, shall be limited to the fees paid by CLIENT in any term of the Agreement for any and all claims made within the term of that contract, whether arising out of or related to events occurring during that contract or earlier. CLIENT may not bring an action under the Agreement more than one (1) year after CLIENT knew or should have known of such causes of action or one (1) year after termination, whichever is sooner.

12. **Indemnification and Attorneys' Fees.** CLIENT hereby agrees to indemnify, defend and hold BULLPEN harmless from any loss, liability, costs or damages arising from any Federal Election Commission or any state or local election law enforcement agency complaints, investigations or suits regarding the CLIENT's campaign or issue activities. CLIENT further agrees to indemnify, defend and hold BULLPEN harmless from any loss, liability, costs or damages arising from the negligence, gross negligence or intentional misconduct of CLIENT or its officers, directors, employees, agents and contractors. BULLPEN shall indemnify CLIENT and hold it harmless from all claims and damages, including, without limitation, reasonable attorneys' fees, arising out of any third-party claims that BULLPEN has infringed that party's copyright, trademark or other contractual, statutory or common law rights. An indemnified party must give the other party prompt notice of any claim and allow the indemnifying party to defend or settle the claim as a condition to indemnification. No settlement shall bind a party without its written consent.

13. **Severability.** If any provision of the Agreement is invalid or unenforceable, such provision shall continue to apply subject to the minimum reductions or modifications necessary to make it valid and enforceable. All other provisions shall remain in full force and effect. No provision shall be deemed dependent upon any other provision unless so stated herein.

14. **Miscellaneous.**

    (a) All notices shall be in writing and delivered to the party's address as shown on this Agreement or another address provided by proper notice. Notice shall be effective as of actual delivery.

    (b) Facsimiles and photocopied signatures will be treated as originals. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement.

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

(c) No party shall be liable for any delay or interruption of performance due to circumstances beyond its reasonable control.

(d) No waiver or modification of the Agreement shall be binding without the written consent of the Parties. Failure or delay by either party to exercise any right or insist upon strict compliance with any provision hereof shall not be deemed a waiver of rights in that or any other instance. Written waiver of one default shall not waive any other default.

(e) Neither party may assign rights or delegate duties under the Agreement without the prior written consent of the other party, except that BULLPEN may do so to an affiliate.

(f) The information provided through any BULLPEN product is not a substitute for legal and other professional advice where the facts and circumstances warrant. If any user in the CLIENT's organization requires legal advice or other professional assistance, each such user should always consult his or her own legal or other professional advisors and discuss the facts and circumstances that apply to the user.

15. **Compliance with Laws.** BULLPEN represents, warrants, and covenants that all of the Services it performs pursuant to this Agreement shall be performed in compliance with all applicable domestic and foreign national, federal, state and local laws, regulations and ordinances.

16. **Captions and Counterparts.** The paragraph headings in this Agreement are for convenience or reference only and shall not affect the meaning or interpretation of any paragraph of this Agreement. No provision of this Agreement is to be interpreted for or against either party because that part or its legal representative drafted such a provision.

17. **Entire Agreement.** The Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all other oral and written agreements, proposals and discussions.

[Remainder of Page Intentionally Left Blank]

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their respective, duly authorized, proper signatories.

For: Bullpen Strategy Group, Inc.

By: Joseph Pounder

Date: 10/28/19

For: The Foundation for Civic Education

By:

Date: 29/10/2019

Received by NSD/FARA Registration Unit 10/29/2019 4:58:44 PM

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