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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.
Chartwell Strategy Group, LLC 701 8th Street, NW, Suite 620 Washington, DC 20001	6518

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
iFLYTEK Co., Ltd.	Hefei City, No. 666 Wangjiang Road West Anhui Province, China

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

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.

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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.

iFLYTEK develops voice recognition software and voice-based internet/mobile products.

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.)*

N/A

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.

iFLYTEK is a publicly listed corporation on the Shenzhen, China stock exchange. Information about the corporation and its shareholders is available at http://www.cninfo.com.cn/new/snapshot/companyDetailEn?code=002230.

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
June 28, 2019	Matthew Epperly, Managing Director	/s/ Matthew Epperly eSigned

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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 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.
Chartwell Strategy Group, LLC	6518

3. Name of Foreign Principal

iFLYTEK Co., Ltd.

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.

Assist with explaining the uses of iFLYTEK's technologies for the education, health, and communications industries.

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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.

See response to Item 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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may include communications on behalf of the foreign principal with the media.

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
June 28, 2019	Matthew Epperly, Managing Director	/s/ Matthew Epperly 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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Chartwell
STRATEGY GROUP

June 25, 2019

Elizabeth Moeller
Pillsbury Winthrop Shaw Pittman
1200 17th Street, NW
Washington, DC 20036

Dear Elizabeth:

Pursuant to our discussions, we agree to the following terms:

1. **Retention:** Pillsbury engages Chartwell Strategy Group, LLC. ("CSG") on behalf of iFLYTEK ("Client") to provide strategic communications counsel and other services in connection with your project.

2. **Term:** This agreement is entered into today and may be terminated at any time by Client or CSG with 60 days' advance written notice. The responsibilities of both parties under this agreement will continue during such notice period.

3. **Accountability:** During the term of this agreement, CSG will take instructions from you, and will consult with other members of Client management and with Client's legal and financial advisors as directed by you. CSG will use commercially reasonable efforts to carry out the instructions given to us consistent with this agreement and applicable law and regulations. Client will provide us with the information and resources necessary to carry out your instructions. Client accepts full responsibility for the accuracy and completeness of all information or materials provided to us and for obtaining all necessary consents or authorizations for the use of such information or materials.

4. **Confidentiality:** CSG will treat as confidential all information not in the public domain that we receive from Client, Client management, and Client's attorneys and financial advisors, except as contemplated by this agreement or as required by law or legal process.

5. **Fees:** CSG will bill Client $30,000 to $50,000 per month for its work depending on the services requested. An invoice for the first month accompanies this agreement.

6. **Expenses:** Client agrees to reimburse CSG for all reasonable out-of-pocket expenses that it incurs on Client's behalf during the course of this engagement. No service charge will be added to travel expenses incurred at client's request, which will be billed to you at our net cost. Any media placement costs, specifically costs for any form of advertising, will be marked-up using the standard agency commission of 17.65 %, and all gross placement costs must be paid to CSG in advance of publication.

7. **Billing:** CSG will send an invoice to Pillsbury for Client monthly for fees and expenses at the start of each month, as provided in paragraphs 5 and 6 above. Each invoice will include a description of work performed on Client's behalf and an itemization of expenses.

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8. **Payment terms:** All CSG invoices are due and payable upon receipt. Pillsbury will remit payment to CSG once such payment is received from Client. Pillsbury will use its best efforts to submit invoices and obtain payments from client in a timely manner. For the avoidance of doubt, it is understood and agreed that Pillsbury bears no responsibility for paying CSG invoices; iFLYTEK is the sole entity liable for such payment. CSG will be entitled to seek any costs, including reasonable attorney's fees, that CSG incurs in connection with any collection efforts it undertakes with respect to past due invoices (including any disputed portion of such balances which is resolved in favor of CSG). In addition to, and without limiting CSG's other rights and remedies, in the event any amount is not paid within ninety (90) days from the invoice date, CSG will also have the right to suspend all or a portion of the Services and retain all Materials, as that term is defined below, produced for Client until such past due amount is paid.

9. **Conflicts of interest:** It is our policy, to which you agree, that if any client of CSG, including Client, makes an unsolicited bid to acquire or control another client that has entered into a written agreement with CSG, we will represent the target of the unsolicited bid, and we may immediately terminate our relationship with the entity making the unsolicited bid (notwithstanding any advance notice requirements set forth in paragraph 2 above).

10. **Indemnification:** Client shall indemnify, defend and hold harmless CSG, its employees, officers, directors, corporate and other affiliates, agents, representatives, successors and assigns (the "CSG Parties") against any demands, claims, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) ("Losses") that any CSG Party may incur based on or arising out of (a) information, publicity or materials (written, broadcast or otherwise) supplied to CSG by or on behalf of Client and disseminated or caused to be disseminated by CSG on behalf of Client, (b) any Final Material (as defined below) approved by Client, not altered by CSG after such approval in a manner resulting in such Losses, and disseminated or caused to be disseminated by CSG on behalf of Client, (c) the nature or use of Client's products and/or services, and/or (d) demands, claims or actions (including, without limitation, subpoenas) brought against or served on CSG by any party other than Client as a result of CSG's performance of services under this agreement, unless and to the extent any such Losses under this clause (d) arise directly out of the gross negligence or willful misconduct of the CSG Parties. As used in this agreement, "Final Material" means any proposed final material, including any final production proof, press sample, press release, blue-line, galley, production spec, production order or data record, created in connection with the services being provided under this agreement.

11. **Ownership:** All reports, press releases, Q&As, and other materials prepared, purchased, procured and/or furnished by CSG and submitted to Client by CSG while this Agreement is in effect (the "Materials") are as between CSG and Client, the Client's property exclusively (subject to certain third party licenses of which CSG had advised Client), provided that the Client has paid CSG all amounts due and owing for CSG's services provide in connection with the Materials. Client agrees to comply with all terms of any applicable third party licenses relating to the Materials.

12. **Jurisdiction/Arbitration/Limitation of Liability:** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to the conflicts of law

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principles. All disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Arbitration shall be before a single arbitrator selected pursuant to the AAA Commercial Arbitration Rules and shall take place in Washington, District of Columbia. Enforcement of any such controversies and/or claims shall be governed by the arbitrator. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction. The arbitrator shall have no power to award non-monetary or equitable relief of any sort except as provided in the AAA Commercial Arbitration Rules. Damages that are inconsistent with the terms of this Agreement, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration. In the event that arbitration is necessary, the prevailing party shall have its costs associated with the arbitration, including its reasonable attorneys' fees, paid by the other party. As set forth above, as a prevailing party in an arbitration for Client's failure to timely pay any invoices due, CSG shall also be entitled to recover as part of the arbitration award any and all costs incurred prior to the arbitration, including attorney's fees, that CSG incurs in connection with any collection efforts it undertakes with respect to such invoices. In the event of a dispute between Client and CSG relating to this Agreement, other than for a claim for indemnification under paragraph 10 above, under no circumstances will Client or CSG be liable under this Agreement for special, indirect, incidental, consequential, exemplary or punitive damages. Except with respect to the indemnification obligations set forth in paragraph 10 above, CSG's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by CSG from Client for the particular project(s) which form(s) the basis of such claim. The provisions of this paragraph shall survive the termination of this Agreement.

13. **Non-Solicitation & Force Majeure:** Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement, without the other party's consent. CSG makes no guaranty, representation or warranty that certain results may be obtained by Client in connection with CSG's rendering of the services provided under this Agreement. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, weather fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. This agreement, together with its attachments, represents the entire agreement between Client and CSG. The provisions of this Agreement may be amended, modified or waived only by written agreement. If any provision of this Agreement is invalid or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this agreement. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This agreement may be executed in counterparts, each one of

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which will constitute an original and all of which together will constitute one and the same agreement. An executed counterpart may be delivered by fax (or other electronic means).

If this agreement is acceptable to you, please sign both copies of this agreement, return one to us and retain one for your files.

Sincerely,
Chartwell Strategy Group, LLC

By: _____
Name: Matthew Epperly
Title: Managing Director

ACCEPTED AND AGREED:

Pillsbury Winthrop Shaw Pittman LLP
On behalf of Client iFLYTEK

By: _____
Name: Elizabeth Moeller
Title: Partner

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