Received by NSD/FARA Registration Unit 01/05/2024 7:57:57 PM

OMB No. 1124-0006; Expires October 31, 2026

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 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 .22 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. Primary Address of Registrant
701 8th Street, NW, Suite 620, Washington, DC 20001

4. Name of Foreign Principal
Kurdistan Regional Government

5. Address of Foreign Principal
44001 Erbil
Kurdistan Region
IRAQ

6. Country/Region Represented
IRAQ

7. Indicate whether the foreign principal is one of the following:

- [x] 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 _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Kurdistan Regional Government

b) Name and title of official(s) with whom registrant engages
Her Excellency Treefa Aziz - Representative to the United States

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 01/05/2024 7:57:57 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

Received by NSD/FARA Registration Unit 01/05/2024 7:57:57 PM

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	Printed Name	Signature
01/05/2024	Matthew Epperly	/s/Matthew Epperly

Received by NSD/FARA Registration Unit 01/05/2024 7:57:57 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:57:57 PM

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	Printed Name	Signature
1/4/24	Matthew Epperly	

Received by NSD/FARA Registration Unit 01/05/2024 7:57:57 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

OMB No. 1124-0004; Expires October 31, 2026

U.S. Department of Justice

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 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	2. Registration Number
Chartwell Strategy Group, LLC	6518

3. Name of Foreign Principal
Kurdistan Regional Government

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? 01/01/2024

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

Consulting services

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

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

Consulting services

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

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.

Consulting services

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

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.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[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?

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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.

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.

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

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	Printed Name	Signature
01/05/2024	Matthew Epperly	/s/Matthew Epperly

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

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	Printed Name	Signature
1/4/24	Matthew Epperly	

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

Chartwell
STRATEGY GROUP

December 18, 2023

Her Excellency Treefa Aziz
Representative to the United States
Kurdistan Regional Government
1532 16th St NW Washington DC, 20036

Dear Representative Aziz:

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

1. **Retention**: Kurdistan Regional Government ("Client") engages Chartwell Strategy Group, LLC (CSG) to provide consulting services.

2. **Term**: This agreement is entered into effective January 1, 2024 and ends December 31, 2024. It may be terminated after six (6) months or at any time after that by Client or CSG with thirty (30) days' advance written notice. The responsibilities of both parties under this agreement will continue during such notice period. Both parties can also agree to keep this agreement in place after six months.

3. **Accountability**: During the term of this agreement, CSG will take instructions from you, and will consult with other members of Client's team. 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, except as contemplated by this agreement or as required by law or legal process.

5. **Fees**: CSG will bill Client US$25,000 per month for its work for the engagement. An upfront retainer of US$50,000 will be paid before work commences and will be applied to the first two months of the contract term.

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.

7. **Billing**: CSG will invoice Client monthly for fees and expenses at the end of each month, as provided in paragraphs 5 and 6 above. Each invoice will include an itemization of expenses and a report summarizing work performed on Client's behalf during that month.

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

8. **Payment terms**: All CSG invoices are due and payable within thirty (30) days upon review and approval of receipt of the report. 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. **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. 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.

10. **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, 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 provided in connection with the Materials. Client agrees to comply with all terms of any applicable third-party licenses relating to the Materials.

11. **Jurisdiction/Arbitration/Limitation of Liability**: The parties forgo any litigation for any dispute arising out of this agreement and agree that all disputes arising under this agreement shall be resolved by binding arbitration in accordance with the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services ("JAMS"), 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 JAMS' Comprehensive Arbitration Rules and Procedures and shall take place in Washington, District of Columbia. Enforcement of any such controversies and/or claims shall be governed by the arbitrator.

12. **Compliance:** CSG complies fully with all laws covering the representation of foreign principals and interests in the US, including but not limited to the Foreign Agents Registration Act (FARA). Under FARA, CSG activities that involve contacts with covered US persons must be publicly disclosed through regular filings with the United States Department of Justice. FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involves covered

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM

activities. The Client agrees to pay CSG registration costs and legal fees related to FARA compliance, filing, and reporting for this engagement.

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:

Kurdistan Regional Government

By: _____
Name: Treefa Aziz
Title: Representative to the United States

Received by NSD/FARA Registration Unit 01/05/2024 7:58:00 PM