Received by NSD/FARA Registration Unit 02/23/2021 3:12:43 PM

OMB No. 1124-0006; Expires July 31, 2023

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
Cogent Strategies LLC

2. Registration Number
6927

3. Primary Address of Registrant
2550 M Street NW, 2nd Floor, Washington, DC 20037

4. Name of Foreign Principal
United National Movement

5. Address of Foreign Principal
45 Kakheti Highway
Tbilisi, Georgia
GEORGIA

6. Country/Region Represented
GEORGIA

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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

a) Name and title of official with whom registrant engages

Nona Mamulashvili, Head, International Relations

b) Aim, mission or objective of foreign political party

Support the champions of democracy in Georgia in the face of rising autocracy

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.

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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
02/23/2021	Kimberley Fritts	/s/Kimberley Fritts

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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 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
Cogent Strategies LLC	6927

3. Name of Foreign Principal
United National Movement

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? 02/16/2021

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

See attached copy of written agreement.

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

See Appendix for Response

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.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of the media and non-governmental organizations may be arranged.

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

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.

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EXECUTION

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Date	Printed Name	Signature
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2-22-21	Kimberley Fritts	Kimberley Fritts

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Appendix
Response to Item 9

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

Drafting and revising messaging and materials to highlight the need for renewed U.S. engagement in Georgia in pursuit of strengthening Georgian democracy, territorial integrity and NATO integration.

Conducting congressional outreach with the House Foreign Affairs Committee, the Senate Foreign Relations Committee, the Helsinki Commission and Georgia caucuses in pursuit of UNM Congressional support of territorial integrity and NATO integration.

Navigating and conducting outreach with the Biden administration.

Conducting outreach to Washington, D.C., and foreign policy media to inform on UNM priorities and state of democracy in Georgia.

Assisting with newsletter editing and opinion piece editing and placement.

Providing a monthly report of Cogent's activities on behalf of UNM.

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February 16, 2021

Nikanor Melia
United National Movement
45 Kakheti Highway
Tbilisi, Georgia

Dear Nikanor,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the United National Movement ("UNM").

Summary and Terms of Representation

1. **Services**. As permitted by applicable United States laws and regulations, Cogent shall provide UNM with government affairs and public affairs representation before the federal government of the United States. All services in this agreement will be carried out solely in the United States. Services include:

   - Drafting and revising messaging and materials to highlight the need for renewed U.S. engagement in Georgia in pursuit of strengthening Georgian democracy, territorial integrity and NATO integration.
   - Conducting congressional outreach with the House Foreign Affairs Committee, the Senate Foreign Relations Committee, the Helsinki Commission and Georgia caucuses in pursuit of UNM Congressional support of territorial integrity and NATO integration.
   - Navigating and conducting outreach with the Biden administration.
   - Conducting outreach to Washington, D.C., and foreign policy media to inform on UNM priorities and state of democracy in Georgia.
   - Assisting with newsletter editing and opinion piece editing and placement.
   - Providing a monthly report of Cogent's activities on behalf of UNM.

2. **Fees**. For all public affairs services rendered by the firm, UNM shall pay Cogent a total fee of $150,000 payable in two installments of $75,000. The first payment is due upon execution of this agreement and Cogent will not commence its services until that payment is received. Payment information is as follows:

   Bank Name: Chain Bridge Bank
   Account Name: Cogent Strategies LLC
   Routing #: [redacted]
   Account #:
   Remittance to: cferreira@cogent-strategies.com

3. **Administrative Fees and Expenses**. In addition to the fees described in Section 2, Cogent shall also assess UNM a 5% administrative fee to cover general expenses such as local travel, long distance telephone charges, usage of Cogent's knowledge and technology resources, and usage of Cogent's subscriptions to news and business information resources. Other out-of-pocket expenses such as international or long-distance travel (including airfare, meals, and accommodations), international wire fees, international conference calls, marketing, and advertising expenses (including an industry-standard 15% commission rate and any requisite placement fees), photography or videography expenses, image purchases, website maintenance, domain purchases, translation services, courier, shipping, and the like are billed to UNM, at cost, as incurred.

4. **Payment Terms**. After the initial payment due upon execution of this agreement, Cogent shall invoice UNM quarterly, in advance, with payment due within 30 days of UNM's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices

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are paid in full. All invoices outstanding more than 60 days will incur the lower of a 1.5% or the highest legally permissible interest charge per month.

5. **Term**. The term of this agreement runs from February 16, 2021 through August 16, 2021. Both parties will review terms of the contract no later than May 16, 2021, and may revise terms accordingly. Either party may terminate this agreement for cause with 30 days' prior written notice. Neither party may terminate the agreement for convenience during the term. If this agreement has not been terminated by either party, then it renews for an additional six months effective August 1, 2021, but can be terminated by either party with 30 days' prior written notice.

6. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.**
   a. Cogent and UNM shall comply with any and all restrictions and requirements of the Foreign Agents Registrations Act, and any other applicable laws and regulations of the United States.
   b. UNM represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent will be required to complete and file public disclosure forms in connection with this engagement. UNM agrees that it will immediately notify Cogent in the event of any changes to this information.

7. **Compliance with Disclosure Regulations and Other Applicable Laws.**
   a. Cogent and UNM shall comply with any and all restrictions and requirements of the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.
   b. UNM represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent may be required to complete and file public disclosure forms in connection with this engagement. UNM agrees that it will immediately notify Cogent in the event of any changes to this information.

8. **Confidential Information**. Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.

9. **Intellectual Property Rights**. UNM recognizes that Cogent brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Cogent in the performance of the services under this agreement. UNM acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Cogent.

10. **Nonsolicitation**. During the term of this agreement and for six months after termination or expiration of this agreement, UNM shall not hire or solicit to hire as an employee or independent contractor, any person currently employed or engaged by Cogent who provides any services to UNM during the term of this agreement without the prior written consent of Cogent.

11. **Limitation on Damages**. Cogent is not liable to UNM for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.

12. **Costs of Fee Dispute**. If disputes related to payment of fees or expenses occur and result in legal fees or costs for Cogent, UNM shall pay actual and reasonable legal fees and costs incurred by Cogent in connection with the successful collection of fees and expenses.

13. **Costs of Other Proceedings**. If litigation or other proceedings arise regarding services performed by Cogent for UNM under this agreement, and Cogent is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, UNM shall pay for Cogent's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where UNM is a named party to the

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COGENT

litigation or other proceedings, and Cogent is not a named party. This Section survives the termination or expiration of this agreement.

14. **Entire Agreement**. This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter.

15. **Modifications and Amendments**. No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.

16. **Assignment**. A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.

17. **Severability**. If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

18. **Governing Law and Jurisdiction**. This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

AGREED TO:

Nikanor Melia, Chairman

On behalf of United National Movement

16.02.2021
Date

On behalf of Cogent Strategies, LLC

02/16/2021
Date

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2550 M Street NW | 2nd Floor | Washington, DC 20037

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